

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, SEPTEMBER 8, 2020
7:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PUBLIC HEARING – CARTS – TITLE VI PROGRAM PLAN
2. PETITION OF THE CITIZENS
3. CONSENT AGENDA
 - A. Minutes of August 17, 2020 Regular Session
 - B. Tax Releases and Refunds
 - C. Health Department Contract with i2i Population Health
4. CONGRESSMAN MURPHY’S OFFICE UPDATE: Lauren Wandzel, District Staff

DEPARTMENTAL MATTERS

5. CARTS: Kelly Walker, CARTS Director
 - A. CARTS Title VI Program Plan Adoption
 - B. 5311 CARES Act Budget Amendment
 - C. 5307 CARES Act Budget Amendment
6. SHERIFF: Tony Lee, Administrative Captain
 - A. Budget Amendment – Telephone Fees/Expenses
 - B. Budget Amendment – \$5,000 Donation
 - C. Budget Amendment – Vehicle Up-fitting/Radios
7. TAX – UPDATE OF PLANS TO RESTART TAX BILLING & COLLECTION ACTIVITIES: Ronnie Antry, Tax Administrator
8. PLANNING - CONTRACT AWARD RECOMMENDATIONS – CDBG-NR PROGRAM: Chip Barlett, Holland Consulting Planners, Inc.
9. CRAVEN COUNTY SCHOOLS – LEASE FOR TECHNOLOGY EQUIPMENT: Stacy Lee, Chief Officer of Systems and Operation

10. WATER: Gene Hodges, Assistant County Manager, Al Gerard, Water Superintendent, and Craig Warren, Finance Director
 - A. Approval of Lawson Creek Booster Pump Station Interim By-Pass
 - B. Annual Write-Off of Water Receivables
11. APPOINTMENTS
12. COUNTY ATTORNEY'S REPORT: Arey Grady
13. COUNTY MANAGER'S REPORT: Jack Veit
14. COMMISSIONERS' REPORTS

Agenda Date: September 8, 2020

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PUBLIC HEARING – CARTS TITLE VI PROGRAM PLAN

At the August 17, 2020 Board of Commissioners meeting, a public hearing was set to be held tonight. The purpose of the public hearing is to receive public comments prior to consideration of approval of the CARTS Title VI Program Plan. The Federal Transit Administration requires that a Title VI Program be submitted every three (3) years. CARTS' Title VI Program submission deadline is September 30, 2020.

Board Action: Receive information from the public.

Agenda Date: September 8, 2020

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Comments directly pertaining to policies or issues which are under the statutory or administrative authority of the Board. Comments during this period shall be limited to those comments directly pertaining to issues which are under the statutory or administrative authority of the Board.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation, and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Information Only

Agenda Date: September 8, 2020

Presenter: _____

Agenda Item No. 3

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF AUGUST 17, 2020 SPECIAL MEETING

The Board will be requested to approve the minutes of August 17, 2020 regular session, as shown in Attachment #3.A.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds shown in Attachment #3.B.

C. HEALTH DEPARTMENT CONTRACT WITH I2I POPULATION HEALTH

The i2i product is a companion software for our electronic health record. This software is being offered at a discount rate through the NC Community Health Center Association. It will enable us to produce required reports for our Federally Qualified Health Center (FQHC). Currently we have to do labor intensive manual chart audits rather than using reports generated from the data already entered into the patient record. The i2i product will also be used to provide reports for the impending NC Medicaid transformation. Medicaid is our largest payer of clinical services. The first year purchase was approved in the budget process, however the contract with i2i is a three (3) year contract. Most of our other contracts are annual. One positive is that the rate will be locked in for all three (3) years, but we wanted to make sure you knew it was a multi-year contract rather than a one (1) year contract. Initially we knew going into this that the i2i product would be recurring cost like our other software that we use in other areas of the department.

Board Action: A roll call vote is needed to accept the consent agenda items

Agenda Date: September 8, 2020

Presenter: Lauren Wandzel, District Staff

Agenda Item No. 4

Board Action Required or Considered: No

CONGRESSMAN MURPHY'S OFFICE UPDATE

Board Action: Information only

Agenda Date: September 8, 2020

Presenter: Kelly Walker

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: CARTS

A. CARTS TITLE VI PROGRAM PLAN ADOPTION

The current Title VI Program expires November 30, 2020 and is located on the CARTS web page. The proposed Title VI Program uses a template provided by the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD). There is no change to the program itself, just the format in which the plan is written, requiring additional information and the frequency with which CARTS must present the plan for signature. CARTS is requesting approval of the Title VI Program Plan, for submission no later than September 30, 2020.

Board Action: Consideration of the public comments received, and approval of the CARTS Title VI Program Plan.

B. BUDGET AMENDMENT REQUEST FOR 5311 CARES ACT

CARTS is requesting a budget amendment, shown in Attachment #5.B., in the amount of \$56,215 to reflect 5311 CARES Act funding CARTS has been approved to receive through the North Carolina Department of Transportation (NCDOT). CARTS will be using this funding for the rural portion (60%) of procurement costs of bus shields and lift guards. Bus shields are a barrier around the driver to protect the driver from droplets and is directly related to COVID-19. Lift guards are equipment that will be added to the Vehicles to prevent someone from falling out of the door when the lift platform is below floor level. Any amount left over after the procurement of this equipment will be used in accordance with the budget submitted with the 5311 CARES Act application.

Board Action: Approval of the Budget Amendment for 5311 CARES Act funding.

C. BUDGET AMENDMENT REQUEST FOR 5307 CARES ACT

CARTS is requesting a budget amendment, shown in Attachment #5.C., in the amount of \$30,000 to reflect 5307 CARES Act funding CARTS has been approved to receive through the NCDOT. CARTS will be using this funding for the urban portion (40%) of procurement costs of bus shields and lift guards. Bus shields are a barrier around the driver to protect the driver from droplets and is directly related to COVID-19. Lift guards are equipment that will be added to the Vehicles to prevent someone from falling out the door when the lift platform is below floor level. Any amount left over after the procurement of this equipment will be used in accordance with the budget submitted with the 5307 CARES Act application.

Board Action: Approval of the Budget Amendment for 5307 CARES Act funding.

Agenda Date: September 8, 2020

Presenter: Tony Lee

Agenda Item No. 6

Board Action Require or Considered: Yes

DEPARTMENTAL MATTERS: SHERIFF

A. BUDGET AMENDMENT – TELEPHONE FEES/EXPENSES

Administrative Captain, Tony Lee, will present the budget amendment shown in Attachment #6.A, in the amount of \$45,912.00. This budget amendment will cover the cost of cellular telephone and mifi related fees and expenses for Sheriff's Office personnel. The cost breakdown is as follows:

AT&T First Net: 21 phones = \$13,356.00

Cell Phones (Flip phones): 27 phones = \$6,156.00

Smartphones for Narcotics Investigators: 5 phones = \$3,600.00

Mifi/Aircards for Laptops: 50 Mifis = \$22,800.00

Board Action: A roll call vote is needed to approve the budget amendment

B. BUDGET AMENDMENT – DONATION

Administrative Captain, Tony Lee, will present the budget amendment shown in Attachment #6.B, in the amount of \$5,000.00. This budget amendment is to accept a donation in the amount of \$5,000.00 to be used specifically for equipment up-fitting of the MRAP (armored vehicle).

Board Action: A roll call vote is needed to approve the budget amendment

C. BUDGET AMENDMENT – VEHICLE UP-FITTING/RADIOS

Administrative Captain, Tony Lee, will present the budget amendment shown in Attachment #6.C, in the amount of \$61,268.00, reflective of expenses incurred at the end of FY20. This budget amendment will cover the cost of up-fitting for patrol vehicles that arrived and were up-fitted at the end of FY20; and the cost of four (4) mobile radios that were not received and installed in the vehicles by the end of FY20. All vehicle up-fitting performed and items ordered were approved in the FY20.

Board Action: A roll call vote is needed to approve the budget amendment

Agenda Date: September 8, 2020

Presenter: Ronnie Antry

Agenda Item No. 7

Board Action Required or Considered: No

DEPARTMENTAL MATTERS: TAX - UPDATE OF PLANS TO RESTART TAX BILLING AND COLLECTION ACTIVITIES

At the last meeting, Tax Administrator, Ronnie Antry, presented for your approval the annual tax collection settlement, as is done at this time each year. Craven County has enjoyed in recent years a collection percentage higher than 99.00%. This year for the first time since 2012, the collection percentage fell below that number to 98.70%. The purpose of this letter is to explain some of the reasons for it and to present for your consideration a plan to improve it. Please see Attachment #7 for the full explanation.

Board Action: Receive Information

Agenda Date: September 8, 2020

Presenter: Chip Barlett

Agenda Item No. 8

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: PLANNING - CONTRACT AWARD
RECOMMENDATIONS – COMMUNITY DEVELOPMENT BLOCK GRANT –
NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM**

A bid opening for the rehabilitation and elevation of two (2) storm-damaged, owner-occupied homes included in the CDBG-NR Program was held on July 22, 2020. Bid proposals were received from two contractors: Dozier Built, LLC and Paul Woolard Construction as shown in Attachment #8.

Rehabilitation Contract Award recommendations are as follows:

<u>Unit Address:</u>	<u>Contractor</u>	<u>Amount</u>	<u>Comments</u>
125 Chips Rd., Vanceboro	Dozier Built, LLC	\$137,600.00	Low Bidder
8000 River Rd., Vanceboro	Paul Woolard Const.	\$146,816.00	Low Bidder

Approval of these contract awards is needed in order move forward with assistance to these households. Please note that these contract awards are also contingent on approval from the funding agency to perform substantial rehabilitation since it involves elevation. A request has already been submitted to the Rural Economic Development Division at the Department of Commerce.

Board Action: Approve the Contract Awards, as recommended, to move forward with the proposed activities of this program.

Agenda Date: September 8, 2020

Presenters: Stacy Lee

Agenda Item No. 9

Board Action Required or Considered: Yes

CRAVEN COUNTY SCHOOLS

RESOLUTION TO APPROVE LEASE FOR TECHNOLOGY EQUIPMENT

In fiscal year 2015-16, the Board of Commissioners began to provide a separate appropriation to the Board of Education for the purchase of digital learning devices for students. Craven County Schools is now at the end of the original three (3) year lease and is requesting a refresh of the initial devices.

Craven County Schools selected Apple iPads for the students in the original lease and the Administration has decided to continue with the same device selection for this proposed device refresh. This refresh proposal will provide 7100 devices for all students attending traditional 6-12 schools in the amount of \$3,559,557.57 from capital outlay fund for dollars provided by the Craven County Board of Commissioners or \$889,889.40 each year for four (4) years. The interest rate for this lease is zero percent. These devices will come with a protective case and keyboard combination and Apple Care which provides repair services through Apple when devices are damaged.

The Board of Education is requesting the adoption of the attached resolution, Exhibit C, as shown in Attachment #9, authorizing and approving the execution and delivery of a Master Lease Purchase Agreement, shown in Attachment 9.1, and Approving the Execution and Delivery of Schedule No. 2 to the Master Lease Purchase Agreement, shown in Attachment #9.2.

Board Action: Adopt the Resolution, authorize and approve the execution and delivery of a Master Lease Purchase Agreement, and approve the Execution and Delivery of Schedule No. 2 to the Master Lease Purchase Agreement.

Agenda Date: September 8, 2020

Presenters: Gene Hodges, Al Gerard, Craig Warren

Agenda Item No. 10

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: WATER

A. APPROVAL OF LAWSON CREEK BOOSTER PUMP STATION INTERIM BYPASS

When Hurricane Florence struck Craven County, the Lawson Creek Pump Station was irreparably damaged. This pump station is a sub-surface “vault” containing pumps, pipes, valves, and electrical controls that interconnects under the river the two water systems that Craven County operates. This pump is critical in Craven County’s plan to reduce the amount of water that is drawn out of the Black Creek aquifer per State of North Carolina regulations.

On June 17, 2019, the Craven County Board of Commissioners selected CJS Conveyance, LLC as the engineer to design and oversee the repairs to this critical component of the water system. A considerable amount of design work and hydrological modeling has been performed and there are still several months of design work yet to be completed. This first phase of the project will entail the fabrication and installation of an interim bypass pump that will be put in place while the final design and construction of the repairs are underway.

A request for proposals (RFP) was issued on July 23, 2020, a virtual pre-bid meeting was held on August 5, 2020, and responses were received on August 12, 2020. The base bid included rental of the bypass pump and the alternate proposal was to purchase the pump. Four (4) firms submitted bids with Jones and Smith Contractors, LLC of Ayden, NC producing the lowest base bid of \$273,763.00. Their alternate proposal of purchasing the pump reduced the price by \$48,000 for a total proposal of \$225,763.00. CJS Conveyance performed reference checks on this firm and all references received were positive. The recommendation from CJS Conveyance is to award the project to Jones and Smith Contractors, LLC in the amount of \$225,763.00. See the letter of recommendation of contract award and the detailed bid tabulation in Attachment #10.A.

Attachment #10.A.1 contains a budget amendment and project ordinance in the amount of \$803,763.00 that establishes and funds this project. The amount is broken down as follows:

Engineering Fees:	\$548,000
Construction:	\$225,763
Construction-other than general	\$ 7,000
Contingency:	<u>\$ 23,000</u>
Total:	\$803,763

Board Action: Approve the Project Ordinance Amendment and the Budget Amendment in the amount of \$803,763.00 to fund this project; and to authorize the County Manager to execute the agreement with Jones and Smith Contractors, LLC for this phase of the repairs to the Lawson Creek Booster Pump Station.

B. ANNUAL WRITE-OFF OF WATER RECEIVABLES

Each January the Water Department begins its annual bad debt write-off process by identifying uncollected account balances that exceed the collection period of four (4) years as of December 31st. As of December 31, 2019, there were 111 customer accounts with balances totaling \$23,700.25 that accrued a final bill between January 1, 2015 - December 31, 2015. These accounts have exceeded the collection period deemed reasonably acceptable by Generally Accepted Accounting Principles (GAAP). Therefore, it is requested that the Board consider approving the write-off of these Water Fund receivables, as shown in Attachment #10.B.

Board Action: Approve the Write-Off of Water Receivables as presented.

Agenda Date: September 8, 2020

Agenda Item No. 11

Board Action Required or Considered: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- C. UPCOMING

Board Action: Appointments will be effective immediately, unless otherwise specified.

A. PENDING

- i. Adult Care Home Advisory Committee
- ii. Craven Aging Planning Board
- iii. Craven/Pamlico Regional Library (Lynn Gonzales resignation)
- iv. Nursing Home Advisory Committee
- v. Regional Aging Advisory Board
- vi. Senior Legislative Tarheel Alternate
- vii. Voluntary Agriculture District Advisory Board (District 6)
- viii. Coastal Carolina Regional Airport Authority

B. CURRENT

- i. **Adult Care Home Advisory Committee** –
Nancy Verzier (District 1) seeks reappointment

C. UPCOMING: Terms Expiring

- i. Adult Care Home Advisory Committee
 - Linda Chagnon
- ii. Fire Tax Commissioners Board
 - Rolf Maris, TWP 2 Tri Community
 - Alton Riggs, TWP 7
- iii. Fireman's Relief Fund Board of Trustees
 - Robert Stroud, TWP 3 Dover
 - Felix Croom, TWP 3 Ft. Barnwell
- iv. Craven County Clean Sweep
 - Pat Sager
 - Joan Campbell

Agenda Date: September 8, 2020

Presenter: Arey Grady

Agenda Item No. 12

Board Action Required or Considered: Yes

COUNTY ATTORNEY'S REPORT

A. INITIAL OFFER TO PURCHASE REAL PROPERTY – CHURCH ROAD, HAVELOCK (PARCEL NUMBER 6-054-029)

The County has received an offer in the amount of \$1,000.00 for this real property, which was acquired through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,420.30. The tax value of this property is \$31,240.00. Attachment #12.A contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process

B. INITIAL OFFER TO PURCHASE REAL PROPERTY – 257 STREETS FERRY RD., VANCEBORO (PARCEL NUMBER 1-046-059).

The County has received an offer in the amount of \$1,500.00 for this real property, which was acquired through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$1,530.53. The tax value of this property is \$12,000.00. Attachment #12.B contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process

C. INITIAL OFFER TO PURCHASE REAL PROPERTY – MUDDY LANE, NEW BERN (PARCEL NUMBER 1-044-303).

The County has received an offer in the amount of \$1,000.00 for this real property, which was acquired through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$1,135.58. The tax value of this property is \$4,050.00. Attachment #12.C. contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process

D. MUTUAL AID AGREEMENT BETWEEN CRAVEN COUNTY AND THE CITY OF NEW BERN

The Mutual Aid Agreement between Craven County and the City of New Bern provides for redundancy and backup services between the 911 Call Centers of the County and the City. See Attachment #12.D.

By way of example, in the event of a natural disaster or technical failure, one call center is able to provide resources and assistance to the other call center so that emergency communications can continue. This agreement is a renewal of a mutual aid agreement which has been in place for quite some time. The only difference between this agreement and prior versions is that the new agreement will provide for automatic renewal without action by the County or the City.

Board Action: Adopt Mutual Aid Agreement

Agenda Date: September 8, 2020

Presenter: Jack Veit

Agenda Item No. 13

COUNTY MANAGER'S REPORT

Agenda Date: September 8, 2020

Presenter: _____

Agenda Item No. 14

COMMISSIONERS' REPORTS

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY
3 ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH
4 CAROLINA, ON MONDAY, AUGUST 17, 2020. THE MEETING CONVENED AT
5 8:30.M.
6

7 **MEMBERS PRESENT:**

8 Chairman Thomas F. Mark
9 Vice Chairman Jason R. Jones
10 Commissioner Denny Bucher
11 Chairman George S. Liner
12 Commissioner Theron L. McCabe
13 Commissioner E. T. Mitchell
14

15 **MEMBERS ABSENT:**

16 Commissioner Johnnie Sampson, Jr.
17

18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Craig Warren, Finance Director
22 Amber Parker, Human Resources Director
23 Arey Grady, County Attorney
24 Nan Holton, Clerk to the Board
25

26 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following
27 invocation:

28
29 *O God, our help in ages past, hear our prayer as we turn to You in our hour of*
30 *need. Help us to remember that in every hour and at every hour, You are our*
31 *light, our strength, and our comfort.*
32

33 *Lord, in the midst of our national suffering by disease, by injustice, and by*
34 *disunity, bless what we do here so that it may lay a foundation for healing, for*
35 *the pursuit of justice, for reconciliation and harmony in our land.*
36

37 *Please extend Your blessing upon all who gather here these days. Keep us safe and*
38 *ever in Your loving care. Amen.*
39

40 *Based upon the invocation given by Reverend Gary Studniewskiat the July 16,*
41 *2020 session of the US House of Representatives*
42

43 Chairman Mark indicated the Agenda needed to be amended by adding Item C: MOU for
44 Hurricane Florence Recovery under the County Attorney's Report. Commissioner Liner made
45 the motion to approve the agenda as amended. Commissioner Mitchell seconded the motion and
46 it carried unanimously.
47

CONSENT AGENDA

48
49
50 Commissioner Mitchell motioned to approve the consent agenda, inclusive of the Special
51 Session Minutes of August 6, 2020; Tax Releases; National Recovery Month Proclamation and
52 Sheriff K-9 Donation Budget Amendment. Commissioner Liner seconded the motion, which
53 carried 6-0 in a roll call vote.
54

Credits

57	TAXPAYER NAME	TICKET#	AMOUNT
58			
59	DAVIS INDUSTRIES INC – J M	2019-400676	\$274.35
60	DID NOT OWN JANUARY 1		
61			
62	DAVIS, STEVEN RAY & MARGARET V	2018-14549	\$600.73
63	DID NOT OWN JANUARY 1		
64			
65	DAWSON, VINETA	2015-14292	\$51.57
66	RECYCLE FEE CORRECTION		
67			
68	DAWSON, VINETA	2016-14465	\$48.33
69	RECYCLE FEE CORRECTION		
70			
71	DAWSON, VINETA	2017-14784	\$45.09
72	RECYCLE FEE CORRECTION		
73			
74	DAWSON, VINETA	2018-14738	\$41.85
75	RECYCLE FEE CORRECTION		
76			
77	DAWSON, VINETA	2019-203554	\$100.01
78	RECYCLE FEE CORRECTION		
79			
80	FULCHER TIRE SALES & SERVICE INC	2010-18415	\$326.05
81	DISCHARGED BY BANKRUPTCY		
82			
83	HUMPHREY, MORRIS	2010-25833	\$584.43
84	DISCHARGED BY BANKRUPTCY		
85			
86	HUMPHREY, MORRIS	2011-28610	\$666.64
87	DISCHARGED BY BANKRUPTCY		
88			
89	HUMPHREY, MORRIS	2012-28484	\$522.90
90	DISCHARGED BY BANKRUPTCY		
91			
92	HUMPHREY, MORRIS	2013-92426	\$1,010.28
93	DISHCARGED BY BANKRUPTCY		

94			
95	MCKINNEY, KENNETH KERLEE JR	2020-403604	\$78.41
96	CORRECTED DISCOVERED PROPERTY VALUE		
97			
98	MCKINNEY, KENNETH KERLEE JR	2020-403603	\$69.39
99	CORRECTED DISCOVERED PROPERTY VALUE		
100			
101	MIDGETT, JEFFERY R	2019-400128	\$83.63
102	DOUBLE BILLED		
103			
104	MIDGETT, JEFFERY R	2019-400131	\$88.37
105	DOUBLE BILLED		
106			
107	MIDGETT, JEFFERY R	2019-400132	\$93.22
108	DOUBLE BILLED		
109			
110	MIDGETT, JEFFERY R	2019-400133	\$90.98
111	DOUBLE BILLED		
112			
113	MIDGETT, JEFFERY R	2019-400134	\$95.68
114	DOUBLE BILLED		
115			
116	POE, DUSTIN MICHAEL	2019-211637	\$65.66
117	MILITARY EXEMPT		
118			
119	TRUSS, OLLICE HRS	2010-52195	\$153.66
120	FORECLOSURE – LIEN EXTINGUISHED		
121			
122	TRUSS, OLLICE HRS	2011-58059	\$146.34
123	FORECLOSURE – LIEN EXTINGUISHED		
124			
125	TRUSS, OLLICE HRS	2012-58017	\$138.55
126	FORECLOSURE – LIEN EXTINGUISHED		
127			
128	TRUSS, OLLICE HRS	2013-55614	\$130.80
129	FORECLOSURE – LIEN EXTINGUISHED		
130			
131	TRUSS, OLLICE HRS	2014-56909	\$123.48
132	FORECLOSURE – LIEN EXTINGUISHED		
133			
134	TRUSS, OLLICE HRS	2015-58265	\$118.27
135	FORECLOSURE- LIEN EXTINGUISHED		
136			
137	TRUSS, OLLICE HRS	2016-58629	\$127.26
138	FORECLOSURE – LIEN EXTINGUISHED		
139			

140	TRUSS, OLLICE HRS	2017-58977	\$118.74
141	FORECLOSURE – LIEN EXTINGUISHED		
142			
143	TRUSS, OLLICE HRS	2018-59041	\$110.22
144	FORECLOSURE – LIEN EXTINGUISHED		
145			
146	TRUSS, OLLICE HRS	2019-10547	\$103.28
147	FORECLOSURE – LIEN EXTINGUISHED		
148			
149	WILLIAMS, MICHAEL S	2019-208996	\$293.47
150	DOUBLE BILLED		
151			
152		31 – RELEASES	\$6,501.64
153			

**PROCLAMATION
NATIONAL RECOVERY MONTH**

157 **WHEREAS**, substance use disorders affect all communities nationwide, but with
 158 commitment and support, people with this disorder can achieve healthy lifestyles and lead
 159 rewarding lives in recovery; and

161 **WHEREAS**, by seeking help, people who experience substance use disorders can
 162 embark on a new path toward improved health and overall wellness; and

164 **WHEREAS**, the focus of National Recovery Month this September is to celebrate their
 165 journey with the theme **Join the Voices for Recovery: Together we are Stronger**; and

167 **WHEREAS**, Recovery Month spreads the message that behavioral health is essential to
 168 health and one’s overall wellness, and that prevention works, treatment is effective, and people
 169 recover; and

171 **WHEREAS**, the impact of substance use disorders is apparent in our local community,
 172 and an estimated thousands of people in Craven County, NC are affected by this condition; and

174 **WHEREAS**, through Recovery Month, people become more aware and able to recognize
 175 the signs of substance use disorders, which can lead more people into needed treatment; and

177 **WHEREAS**, managing the effects of this condition can help people achieve healthy
 178 lifestyles, both physically and emotionally; and

180 **WHEREAS**, The Recovery Month observance continues to work to improve the lives
 181 of those affected by substance use disorders by raising awareness of these diseases and educating
 182 communities about the prevention, treatment, and recovery resources that are available.

185 **NOW, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS**
 186 does hereby proclaim the month of September 2020 as National Recovery Month in Craven
 187 County, and calls upon our community to observe this month with compelling programs and
 188 events that support this year’s observance.

189
 190 Adopted this 17th day of August, 2020

191
 192 *Sheriff’s Office*

194	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
196	1014310-38301	\$250.00	1014310-43246	\$250.00
197	Don/Cont Misc Donations		Supplies K9	
199	TOTAL	\$250.00	TOTAL	\$250.00

200
 201 **Justification:** The Craven County Sheriff’s Office has received a donation check for the K-9
 202 Division to support the purchase of dog food, supplies, medical care/supplies, and training
 203 related specifically to the CCSO K-9 Division.

204
 205 **CHILD SUPPORT ENFORCEMENT OFFICE SFY 2019-2020 PERFORMANCE**
 206 **NUMBERS PRESENTATION**

207
 208 Mr. Willie Smith, III, Project Manager for Craven County Child Support Services, provided the
 209 Board with the FY19-20 Annual Report. He stated that Maximus has been honored to serve as a
 210 trusted partner to Craven County’s Department of Social Services since 2015; and has continued
 211 to meet all contractual requirements while delivering outstanding customer service. Mr. Smith
 212 reported they have remained fully=functional during the COVID19 pandemic. He outlined the
 213 five performance measures used for NC Child Support Services inclusive of:

- 214 ➤ Percentage of Paternities Established
- 215 ➤ Percentage of Cases Under Order
- 216 ➤ Percentage of Current Support Paid
- 217 ➤ Percentage of Cases with Payment to Arrears
- 218 ➤ Collection Rate.

219
 220 He provided statistics on each, and highlighted caseload and payment source breakdowns. Mr.
 221 Smith mentioned the significance of the various partnerships and resources utilized.

222
 223 Commissioner Sampson arrived at 9:00 a.m.

224
 225 **DEPARTMENTAL MATTERS: AIRPORT – FAA GRANT FUNDING REQUEST**

226
 227 Airport Director, Andrew Shorter, reviewed the annual FAA Grant funding with the Board. He
 228 stated that the Coastal Carolina Regional Airport is in receipt of its FY2020 FAA Airport
 229 Improvement Program grant offer in the amount of \$893,806.00.



231 He highlighted that this grant authority is derived from EWN's annual FAA entitlement funding
232 formula based on its commercial passenger traffic utilizing the annual enplanement figures.
233 There is no additional discretionary funding in this grant offer.

234
235 Due to the CARES Act, this year's grant will be funded at 100% with no local match required.

236
237 Mr. Shorter stated that this grant has been issued to cover the cost of several items: 1) New
238 Airport Fire Fighting Vehicle, 2) Final Reimbursement for two airport Design Projects,
239 3) Reimbursement for two previous Independent Fee Estimates, 4) Reimbursement for updating
240 the Airport's Disadvantaged Business Enterprise Program, 5) Reimbursement for one executed
241 Categorical Exclusion for environmental documentation.

242
243 Commissioner Sampson motioned to approve and sign the grant, as requested, seconded by
244 Commissioner Mitchell and unanimously carried.

245
246 **DEPARTMENTAL MATTERS: EMERGENCY SERVICES – BUDGET AMENDMENT**

247
248 Emergency Services Director, Stanley Kite, participating remotely by telephone, presented the
249 Board with a budget amendment in the amount of \$24,274.00 to move funds from the previous
250 fiscal year into the current fiscal year. He reminded them this is for an emergency shelter
251 military spec tent they had approved at a meeting in May.

252
253 Commissioner McCabe motioned to approve the following budget amendment, seconded by
254 Commissioner Liner and approved 7-0 in a roll call vote.

255
256 *Emergency Services*

257	258	259	260	261	262	263	264	265	266
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT			
260	1014320-33426	\$12,137.00		1014320-47301		\$12,137.00			
261	Emergency Management			C/O over \$5,000					
263	1014290-33118	\$12,137.00		1014290-49501		\$12,137.00			
264	CARTS Act			COVID-19 Resp					
266	TOTAL	\$24,274.00		TOTAL		\$24,274.00			

267
268 **DEPARTMENTAL MATTERS: SHERIFF**

269
270 *Budget Amendment – K-9 Funds*

271
272 Chief Bobby West presented the Board with a budget amendment in the amount of \$6,619.00 for
273 K-9 funds donated in the previous fiscal year that need to be moved into the current fiscal year.

274
275 Commissioner Liner motioned to approve the following budget amendment, as requested,
276 seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.



277

278 *Sheriff's Office*

279

280	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
281				
282	1010000-39901	\$6,619.00	1014310-43246	\$6,619.00
283	Fund Balance CY		Supplies – K-9	
284				
285	TOTAL	\$6,619.00	TOTAL	\$6,619.00

286

287 *Budget Amendment – Acceptance of Grant Award for School Safety Project*

288

289 Chief West reported that the Craven County Sheriff's Office has been awarded a "School Safety
 290 Project" grant in the amount of \$33,980.00 to purchase equipment and gear for School Resource
 291 Officers and requested that the Board approve the following budget amendment.

292

293 Commissioner McCabe motioned to approve the budget amendment, as requested, seconded by
 294 Commissioner Mitchell and approved 7-0 in a roll call vote.

295

296 *Sheriff's Office*

297

298	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
299				
300	1014314-33102	\$33,980.00	1014310-47321	\$33,980.00
301			Cap Outlay \$500-\$4,999	
302				
303	TOTAL	\$33,980.00	TOTAL	\$33,980.00

304

305 *Budget Amendment – Acceptance of CARES Grant Program*

306

307 Chief West presented a "Coronavirus Emergency Supplemental Funding Program" grant in the
 308 amount of \$58,008.00 to purchase equipment and gear related to disinfecting and cleaning
 309 supplies, personal protective equipment (PPE), and public information message display boards
 310 (electronic) and software.

311

312 Commissioner Mitchell motioned to approve the following budget amendment, as requested,
 313 seconded by Commissioner Sampson and approved 7-0 in a roll call vote.

314

315 *Sheriff's Office*

316

317	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
318				
319	1014316-33102	\$45,000.00	1014316-47301	\$45,000.00
320	CARES Grant		Cap Outlay – Over \$5,000	
321	1014316-33102	\$ 1,978.00	1014316-47321	\$ 1,978.00
322	CARES Grant		Cap Outlay - \$500-\$4,999	

323	1014316-33102	\$11,030.00	1014316-43240	\$11,030.00
324	CARES Grant		Other Supplies	
325				
326	TOTAL	\$58,000.00	TOTAL	\$58,008.00

327
 328 Commissioner Liner inquired if the foggers they are purchasing are the same that other County
 329 departments and Craven County Schools are using. County Manager, Jack Veit, confirmed that
 330 they are the same.

331
 332 *Budget Amendment*
 333

334 Chief West presented a budget amendment in the amount of \$53,653.00, requesting to allow the
 335 Sheriff's Office to pay remaining outstanding invoices for FY20 by allowing the department to
 336 roll over the original encumbered funds for the following items:

- 337
- 338 ➤ Transfer \$12,540.00 from Cap Outlay-Over \$5,000 from FY20 into Cap Outlay \$500-
 339 \$4,999 FY21 for body armor that was not delivered until late June/mid-July 2020 due to
 340 the items being customized for each officer.
- 341
- 342 ➤ Transfer \$41,113.00 from FY20 Supplies-Other into Supplies-Other FY21 for riot gear
 343 year delivered after June 2020.
- 344

345 Commissioner McCabe motioned to approve the following budget amendment, as requested,
 346 seconded by Commissioner Sampson and approved 7-0 in a roll call vote.

347
 348 Commissioner Mitchell inquired of the expected time frame for delivery. Chief West indicated
 349 he would find out and let her know.

350
 351 *Sheriff's Office*
 352

353	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
354				
355	1010000-39901	\$53,653.00	1014310-47321	\$12,540.00
356	Fund Balance CY		Cap Outlay \$500-\$4,999	
357			1014310-43240	\$41,113.00
358			Supplies/Other	
359				
360	TOTAL	\$53,653.00	TOTAL	\$53,653.00

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DEPARTMENTAL MATTERS: TAX

2019 Tax Collection Settlement

Tax Administrator, Ronnie Antry, presented the 2019 tax collection settlement highlighting the total original levy of \$49,034,541.46; the total levy after additions \$49,528,568.35; compared to the net levy of \$49,386,764.347 after write offs, releases and refunds. Mr. Antry stated that \$642,279.45 was uncollected as of June 30, 2020, which results in a 98.70% collection rate for 2019. He indicated this is lower than previous years and can be attributed to the temporary suspension of collections when COVID19 struck. Mr. Antry informed the Board he would be bringing back a memo to them in the future to discuss the tax departments' efforts going forward.

Commissioner Sampson motioned to accept the settlement of the 2019 tax levy and enter them into the minutes, seconded by Commissioner McCabe and approved unanimously.

ANNUAL TAX COLLECTION SETTLEMENT OF REAL PROPERTY, CERTIFIED VALUATION AND PERSONAL PROPERTY OTHER THAN REGISTERED MOTOR VEHICLES

August 17, 2020

**CRAVEN COUNTY, NORTH CAROLINA
YEAR ENDED JUNE 30, 2020**

General Fund Original Levy	\$	46,941,990.80
Fire District Original Levy	\$	<u>2,092,550.66</u>
Total Original Levy	\$	49,034,541.46
Add:		
Afterlists	\$	<u>494,026.89</u>
Total Levy	\$	49,528,568.35
Less:		
Write-offs	\$	<5,705.48>
Releases	\$	<131,973.76>
Refunds	\$	<u><4,124.74></u>
Net Levy	\$	49,386,764.37

415			
416		Collected	\$ 48,774,484.92
417			
418		Uncollected as of June 30, 2020	\$ 642,279.45
419			
420			

421

422

423 Percentage of 2019 taxes collected: **98.70%**

424

425

426 Net taxable valuation: **\$8,592,423,696**

427

428 *2020 Charge to the Tax Collector*

429

430 Annually the Board must adopt and enter into its minutes an order to charge the tax collector

431 with the collection of the 2020 tax levy. Commissioner Mitchell motioned to charge the Tax

432 Collector with the collection of the 2020 tax levy and to enter this into the minutes, seconded by

433 Commissioner Sampson and approved unanimously.

434

435 **2020 CHARGE TO THE CRAVEN COUNTY TAX COLLECTOR**

436

437

438 **STATE OF NORTH CAROLINA**

439 **COUNTY OF CRAVEN**

440

441 **TO THE TAX COLLECTOR OF THE COUNTY OF CRAVEN**

442

443 You are hereby authorized, empowered, and commanded to collect the taxes

444 set forth in the tax records filed in the office of the Craven County Tax Collector

445 and in the tax receipts herewith delivered to you, in the amounts and from the

446 taxpayers likewise therein set forth. Such taxes are hereby declared to be a first

447 lien upon all real property of the respective taxpayers in the County of Craven, and

448 this order shall be a full and sufficient authority to direct, require, and enable you

449 to levy on and sell any real or personal property of such taxpayers, for and on

450 account thereof, in accordance with law.

451

452 Witness my hand and official seal, this 17th day of August, 2020.

453

454

455

456

457

DEPARTMENTAL MATTERS: PLANNING

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Subdivision for Approval – Lake Hazel Estates Ph. 3 Block D – Final

The Planning Board met on July 23, 2020 and recommended the following subdivision for approval:

The property, owned by Robert Holton, Sr. and surveyed by Michael W. Stahl, PLS, is located within Twp. 2 off of Two Lakes Trail (SR1665); Parcel ID 2-026-19002. The subdivision contains 6 lots on 8.01 acres and is proposed to be served by First Craven Water and individual septic systems.

Commissioner Mitchell motioned to approve the subdivision, as recommended, seconded by Commissioner Sampson and approved unanimously.

Greet Tree Drive Road Addition Resolution

Planning Director, Don Baumgardner, presented a request to adopt a resolution approving Green Trees Drive in the Green Trees Subdivision (approximately .22 tenths of a mile) to be turned over to the State of North Carolina for maintenance. The resolution, once passed, will be forwarded to the NCDOT for their final consideration and acceptance of the road to the State Maintenance System.

Commissioner Liner motioned to approve the following SR2 Road Addition Resolution, as requested, seconded by Commissioner Sampson and approved unanimously.

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina
County of Craven

Road Description: Green Trees Drive (Approx .22 tenths of a mile)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Craven requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the system.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Craven that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.



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CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the 17th day of August, 2020.

WITNESS my hand and official seal on this the 17th day of August, 2020.

Station House Road, Coree Way and Station Yard Road – Road Addition Resolution

Assistant Planning Director, Chad Strawn, requested that the Board adopt a road addition resolution approving Station House Road (approximately .92 tenths of a mile), Coree Way (approximately .10 tenths of a mile) Station Yard Road (approximately .19 tenths of a mile) in the Croaton Crossing Subdivision to be turned over to the State of North Carolina for maintenance. The resolution, once passed, will be forwarded to NCDOT for their final consideration and acceptance of the road to the State Maintenance.

Commissioner McCabe motioned to adopt the following standard SR2 Road Addition resolution, as requested, seconded by Commissioner Sampson and approved unanimously.

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina
County of Craven

Road Description: Station House Road (Approx .92 tenths of a mile); Coree Way (Approx .10 tenths of a mile) and Station Yard Road (Approx .19 tenths of a mile)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Craven requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the system.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Craven that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the 17th day of August, 2020.



549 WITNESS my hand and official seal on this the 17th day of August, 2020.

550

551 *Golden Leaf Foundation Grant – Project Budget Amendment and Budget Ordinance*

552

553 Mr. Baumgardner reported that Craven County has been notified by The Golden LEAF
554 Foundation that a grant award in the amount of \$1,393,800.00 has been received and will be used
555 to install permanent generators at five schools in Craven County. He requested that the Board
556 approve a budget amendment and budget ordinance in order to begin the project.

557

558 He highlighted that engineering/design/construction inspection will be for the electrical
559 engineering and design along with inspection services. The construction line-item will be for the
560 purchase and installation of the generators.

561

562	Engineering/Design/Construction Inspection (15%) -	\$ 209,070.00
563	Construction (85%) -	\$1,184,730.00
564	Project Total:	(100%) - \$1,393,800.00

565

566 Commissioner McCabe motioned to approve the following budget amendment and budget
567 ordinance, as requested, seconded by Commissioner Mitchell and approved 7-0 in a roll call
568 vote.

569

570 ***Planning – Project #21001***

571

572	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
573				
574	2454910-33503-21001	\$1,393,800.00	2454910-47505-2100	\$ 209,070.00
575	Golden Leaf Foundation		Architect/Engineering	
576			2454910-47600-21001	\$1,184,730.00
577			Construction	
578				
579	TOTAL	\$1,393,800.00	TOTAL	\$1,393,800.00

580

581 **CCBOE Emergency Generators Project**
582 **Craven County Schools Emergency Generators**
583 **Fund 245**
584 **Project #21001**

585

586 This ordinance is hereby approved in the following amount for expenditure of the CCBOE
587 Emergency Generators Project Fund 245

588

589 Expenditures:

590

591	Architect/Engineering	\$ 209,070.00
592	Construction	\$1,184,730.00
593		
594	TOTAL	\$1,393,800.00

595
596 This ordinance is hereby approved in the following amount for expenditure of the CCBOE
597 Emergency Generators Project Fund 245

598
599 Revenues:

600		
601	Golden Leaf Foundation	\$1,393,800.00
602		
603	TOTAL	\$1,393,800.00
604		

605 This ordinance is hereby approved this 17th day of August, 2020

606
607 Mr. Baumgarnder and Mr. Strawn fielded questions about how the Golden Leaf award money
608 would be distributed, as well as the length of the project. They also confirmed they would be
609 using the services of Wayne Floyd to coordinate with the schools.

610
611 **DEPARTMENTAL MATTERS: CARTS**

612
613 *Public Transportation Agency Safety Plan (PTASP)*

614
615 Assistant Transportation Director, Roy Beeson, reported that the Federal Transit Administration
616 (FTA) requires transit agencies to implement a Safety Management System (SMS) to manage
617 safety risk, which can help agencies maintain or improve their safety performance. The way that
618 the FTA wants transit systems to package the safety information is by using the Public
619 Transportation Agency Safety Plan (PTASP).

620
621 He stated that CARTS, in concert with NCDOT, has completed the draft PTASP that is to be
622 implemented no later than December of 2020 as per FTA guidance. The PTASP enhances the
623 current SMS by identifying accidental and operational risks, assessing these risks, and aids in the
624 development of mitigation strategies for the risks identified. This enables CARTS to develop
625 strategies, training, and cyclic assessments that will lead to safe operations now and in the future.

626
627 Mr. Beeson requested approval of the PTASP, to be implemented to meet the FTA and NCDOT
628 requirements.

629
630 Commissioner Mitchell motioned to approve the Public Transportation Agency Safety Plan, as
631 requested, seconded by Commissioner Sampson and approved unanimously.

632
633 *Request to Hold a Public Hearing Regarding the CARTS Title VI Program Plan*

634
635 Transportation Director, Kelly Walker, reported that the Federal Transit Administration (FTA)
636 requires that all direct and primary recipients document their compliance with Department of
637 Transportation Title VI regulations by submitting a Title VI Program to their FTA regional civil
638 rights officer once every three years or as otherwise directed. CARTS has been instructed to
639 submit a Title VI Program by September 30, 2020. The current Title VI Program is located on
640 the CARTS webpage.

641
 642 Ms. Walker requested that a public hearing be held on Tuesday, September 8, 2020. The
 643 proposed program will be available no later than August 21, 2020. Availability for public review
 644 will be on the Craven County website and at the CARTS office. CARTS will switch to a
 645 template provided by the North Carolina Department of Transportation/Integrated Mobility
 646 Division (NCDOT/IMD).

647
 648 She highlighted that there is no change to the program itself, just the format in which the plan is
 649 written, additional required information, and the frequency with which CARTS must present the
 650 plan for signature. Upon conclusion of the public hearing, CARTS will be requesting
 651 consideration for approval and consideration of any comments regarding the Title VI plan.
 652

653 Commissioner Liner motioned to set a public hearing on Tuesday, September 8, 2020, as
 654 requested, seconded by Commissioner Sampson and approved unanimously.

655
 656 Commissioner Jones left the room.

657
 658 **DEPARTMENTAL MATTERS: SOCIAL SERVICES – CARES ACT COVID CPS/APS**
 659 **ADDITIONAL WORKER, FOSTER CARE SUPPLEMENTAL FUNDS**

660
 661 Social Services Director, Geoffrey Marett, presented a budget amendment in the amount of
 662 \$111,866.00 to budget CARES Act funding provided for CPS/APS temporary staff and
 663 supplemental COVID foster care payments.
 664

665 He stated that CARES Act funding for the Covid 19 Recovery Act has been awarded to County
 666 Social Services. Funding for Supplemental Foster Care COVID payments of \$100 for each
 667 child or youth in foster care for the months of April, May, June, and July of 2020, each month
 668 estimating \$10,000, as well as APS/CPS Essential Worker Additional Cost funding to support
 669 additional APS/CPS salary costs for temporary/time-limited workers. This is 100% Federal
 670 funding and must be used by 12/30/2020.

671
 672 Commissioner Liner motioned to approve the following budget amendment, as requested,
 673 seconded by Commissioner McCabe and approved 6-0 in a roll call vote. (Commissioner Jones
 674 was not present)

675
 676 ***DSS 1015213***

677

678	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
679				
680	1015213-33423	\$20,000.00	1015213-43921	\$20,000.00
681	Foster Care IV-B State		Foster Care IV-B State	
682	1015213-33422	\$20,000.00	1015213-43928	\$20,000.00
683	Foster Care IV-E		Foster Care IV-E	
684	1015213-33420	\$47,911.00	1015210-44050	\$71,866.00
685	CPS Staff Overhead		Contract Employees	
686				

687	1015212-33416	\$23,955.00		
688	Service Staff Overhead			
689				
690	TOTAL	\$111,866.00	TOTAL	\$111,866.00

691
692 Commissioner Liner expressed his appreciation to the DSS staff for what they are doing, while
693 maintaining positive morale and great customer service.

694
695 Commissioner Jones returned to the meeting.

696
697 **DEPARTMENTAL MATTERS: HEALTH**

698
699 *Funding for Back-Up Medical Director*

700
701 Hospice Director, Clayton Gaskins, stated that Hospice is completely dependent on Medical
702 Director, Dr. Fisher, to complete consultations with RNs as well as covering the on-call needs of
703 patients. Dr. Fisher also makes himself available for on-call needs during late PM/early AM for
704 patients who have another attending physician that are unable to be reached during those times.
705 Mr. Gaskins informed the Board that Dr. Jenny Aaron is interested in becoming the back-up
706 Medical Director. In the event Dr. Fisher is not available, she would fulfill his duties. In
707 addition, she would cover on-call for one weekend per month to relieve Dr. Fisher. The salary
708 request is \$15,000 per year. Mr. Gaskins requested that the Board approve a budget amendment
709 for the remainder of FY20 in the amount \$12,500.

710
711 Commissioner Liner motioned to approve the following budget amendment for a back-up
712 Medical Director, as requested, seconded by Commissioner Mitchell and approved 7-0 in a roll
713 call vote.

714
715 *Health/Hospice*

716	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
717	1015090-39901	\$12,500.00	1015090-41524	\$12,500.00
718	Fund Balance		Contract Clinician	
719				
720	TOTAL	\$12,500.00	TOTAL	\$12,500.00

721
722
723
724 *Additional Funding from NCCHCA to Health Centers for COVID 19*

725
726 Health Director, Scott Harrelson, presented a budget amendment in the amount of \$15,289.00 for
727 additional funding from NCCHCA for COVID 19 for the Board's approval.

728
729 He reported that in July 2020, Craven County Health Department received funding from
730 NCCHCA (NC Community Health Center Assoc.) in the amount of \$126,668 in order to cover
731 necessary expenditures incurred due to the public health emergency related to Coronavirus
732 Disease 2019. Since then, a few members of NCCHCA declined their funding amounts.

733 NCCHCA is distributing the remainder of the funds across the remainder of the health center
 734 members. The Craven County Health Department has received an additional \$15,289 in funding.
 735 Funds will be used to purchase additional janitorial, PPE, and other supplies that will be directly
 736 related to COVID-19 and must be spent by 12/31/2020.

737
 738 Commissioner Mitchell motioned to approve the following budget amendment, as requested,
 739 seconded by Commissioner Liner and approved 7-0 in a roll call vote.

740
 741 ***Health/Adult Primary Care***

742

743	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
744				
745	1015100-33301	\$15,289.00	1015100-43207	\$ 1,000.00
746	State Grant		Janitorial Supplies	
747			1015100-43208	\$11,289.00
748			Medical Supplies	
749			1015100-43240	\$ 3,000.00
750			Other Supplies	
751				
752	TOTAL	\$15,289.00	TOTAL	\$15,289.00

753
 754 ***Additional State Funding Related to COVID 19***

755
 756 Mr. Harrelson presented a budget amendment in the amount of \$43,119.00 for additional State
 757 funding related to COVID 19 for the Board’s approval.

758
 759 He stated that the intention of this funding is to rapidly establish and monitor key activities
 760 related to COVID-19 in the areas of epidemiology, laboratory, and informatics.

761
 762 Mr. Harrelson highlighted that monitoring the indicators associated with these activities are
 763 intended to assist State, local, and territorial governments in making data-driven policy decisions
 764 regarding testing, mitigation, and prevention efforts. Funds can be used towards detection,
 765 investigation, testing, treatment, tracking, control, education and care activities to improve the
 766 health of people in NC.

767
 768 Commissioner Mitchell motioned to approve the following budget amendment, as requested,
 769 seconded by Commissioner Liner and approved 7-0 in a roll call vote.

770
 771 ***Health/Emergency Preparedness***

772

773	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
774				
775	1015012-33301	\$43,119.00	1015012-42000	\$ 3,000.00
776	State Funding		Postage	
777			1015012-43240	\$ 2,000.00
778			Other Supplies	

779			1015012-44050	\$20,667.00
780			Contract Employee	
781			1015012-47301	\$15,952.00
782			C/Outlay over \$5,000	
783			1015012-47321	\$ 1,500.00
784			C/Outlay \$500-4,999	
785				
786	TOTAL	\$43,119.00	TOTAL	\$43,119.00

787
788 *Additional WIC Funding*

789
790 Mr. Harrelson presented a budget amendment for the Board’s approval in the amount of
791 \$21,780.00 for additional WIC funding.

792
793 He remarked that additional funding allows the Craven County Health Department to serve more
794 participants and will be used to further enhance WIC's ability to continue with the objective of
795 providing supplemental nutritious foods, nutrition education, and referrals to health care for low-
796 income persons during critical periods of growth & development.

797
798 Commissioner Liner motioned to approve the following budget amendment, seconded by
799 Commissioner Mitchell and approved 7-0 in a roll call vote.

800
801 *Health/WIC*

802	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
803				
804				
805	1015060-33406	\$18,780.00	1015060-41002	\$16,280.00
806	WIC Administration		Fulltime Salaries	
807	1015062-33411	\$ 2,000.00	1015060-42000	\$ 2,500.00
808	WIC Education		Postage	
809	1015063-33405	\$ 1,000.00	1015062-42500	\$ 2,000.00
810	WIC Breastfeeding		Travel/Training	
811			1015063-42500	\$ 1,000.00
812			Travel/Training	
813				
814	TOTAL	\$21,780.00	TOTAL	\$21,780.00

815
816 Mr. Harrelson then presented the Board with a COVID 19 Update. He reviewed a graph
817 illustrating the breakdown of all the State cases as of Friday, August 14th, indicating that July 7th
818 was the peak for NC cases. The totals for Craven County as of Friday were 807 confirmed cases,
819 606 recovered, with 18 deaths and 10 being hospitalized. Mr. Harrelson presented a NC Hospital
820 Preparedness Regions diagram, highlighting that two regions in the western part lead the state in
821 hospitalizations, with eastern NC coming in at a distant 3rd with an average of 136 hospitalized.
822 He reported that the CDC had determined the mortality rate to be between 4-6 deaths per 10,000
823 a few weeks ago. Currently the United States is at 5.03 deaths per 10,000, North Carolina is at
824 2.2 deaths per 10,000, and Craven County is at 1.76 death per 10,000.



825
 826 Mr. Harrelson addressed inquiries about deaths of non-county residents, who determines if the
 827 death is recorded as a COVID death, and children that are testing positive. He stated that this
 828 past month there have been more younger testing positive and it is widespread from one end of
 829 the county to the other. He indicated the confounding issue is that many cases are asymptomatic
 830 or mild, not even seasonal flu level; so it is becoming difficult to have them stay home when they
 831 have no symptoms but test positive.

832
 833 Mr. Harrelson clarified the difference between protocols for being in isolation and for being in
 834 quarantine. He reported that testing is done at the Health Department on Tuesdays and Fridays
 835 by appointment. Testing can also be done by primary care providers, some pharmacies, and the
 836 hospital. He fielded some hypothetical questions regarding forecasting the next nine weeks and
 837 what data points should schools be using to make their decisions to open.

838
 839 At 10:20 a.m., a five-minute break was taken.

840
 841 **DEPARTMENTAL MATTERS: HUMAN RESOURCES -- 2021 HOLIDAY SCHEDULE**

842
 843 Human Resources Director, Amber Parker, presented the proposed Craven County 2021 Holiday
 844 Schedule for the Board’s consideration. The proposed 2021 Holiday Schedule grants twelve (12)
 845 holidays which includes two (2) days for Christmas and one floating holiday for Veterans Day.

846
 847 The Craven County Personnel Resolution, Article VIII. Leave of Absence, Section 2. Paid
 848 Holidays Observed states, "The Floating Holiday will be used in conjunction with holidays
 849 observed on Tuesday or Thursday to extend the weekend and will only be used as such occurs
 850 from year to year."

851
 852 She stated that the proposed 2021 Holiday Schedule is the same as the State of North Carolina's
 853 2021 Holiday Schedule, with the exception that the State of North Carolina grants three (3) days
 854 for Christmas and Craven County's schedule grants two (2) days for Christmas and Craven
 855 County grants the Veterans Day floating holiday and the State of North Carolina does not.

856
 857 Commissioner Sampson motioned to approve the following 2021 Holiday Schedule, as
 858 presented, seconded by Commissioner McCabe and approved unanimously.

859
 860 **CRAVEN COUNTY**
 861 **2021 HOLIDAY SCHEDULE**

862
 863 **NEW YEAR’S DAY**
 864 **Friday, January 1, 2021**

865
 866 **MARTIN LUTHER KING, JR. DAY**
 867 **Monday, January 18, 2021**

868
 869 **GOOD FRIDAY**
 870 **Friday, April 2, 2021**



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MEMORIAL DAY
Monday, May 31, 2021

INDEPENDENCE DAY
Monday, July 5, 2021

LABOR DAY
Monday, September 6, 2021

VETERANS DAY
Thursday, November 11, 2021
Friday, November 12, 2021 (Floating)

THANKSGIVING
Thursday, November 25, 2021
Friday, November 26, 2021

CHRISTMAS
Friday, December 24, 2021
Monday, December 27, 2021

Approved by the Craven County Board of Commissioners at the
August 17, 2020 regularly scheduled meeting.

APPOINTMENTS

Pending

Chairman Mark reviewed the following pending appointments:

- Adult Care Home Advisory Committee
- Nursing Home Advisory Committee
- Regional Aging Advisory Board
- Senior Legislative Tarheel Alternate
- Coastal Carolina Regional Airport Authority (September)

Current

Adult Care Home Advisory Committee

Commissioner Jones recommended deferring this appointment.

916 *River Bend Planning Board*

917
918 Commissioner Mitchell motioned to reappointment Kelly Forrest. There being no additional
919 nominees, Ms. Forrest was reappointed by acclamation.

920
921 *Voluntary Agriculture District Advisory Board*

922
923 Commissioner Limer stated that he is still working on an appointment to this board.

924
925 *Fireman's Relief Fund Board of Trustees*

926
927 Commissioner Limer motioned to appoint Brian Wielhouwer and Dennis Wilson of Township
928 Six. There being no additional nominees, Mr. Wielhouwer and Mr. Wilson were appointed by
929 acclamation.

930
931 *Craven County ABC Board*

932
933 Chairman Mark stated that Charles Collins is serving one final year. Commissioner Jones
934 motioned to defer consideration of this appointment until next year.

935
936 *Nursing Home Advisory Committee*

937
938 Chairman Mark motioned to reappoint Linda Lelli. There being no additional nominees, Ms.
939 Lelli was reappointed by acclamation.

940
941 *Upcoming*

942
943 Chairman Mark reviewed the following upcoming appointments:

- 944
- 945 • Adult Care Home Advisory Committee
 - 946 ○ Nancy Verzier, District 1
 - 947 ○ Linda Chagnon
 - 948 • Fire Tax Commissioners Board
 - 949 ○ Rolf Maris, TWP 2 Tri Community
 - 950 ○ Alton Riggs, TWP 7
 - 951 • Fireman's Relief Fund Board of Trustees
 - 952 ○ Robert Stroud, TWP 3 Dover
 - 953 ○ Felix Croom, TWP 3 Ft. Barnwell
 - 954 • Craven County Clean Sweep
 - 955 ○ Pat Sager
 - 956 ○ Joan Campbell
- 957
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COUNTY ATTORNEY’S REPORT

Approval of Conveyance After Expiration of Upset Bid Period W NC 55 HWY, New Bern (Parcel Number 3-055-040)

County Attorney, Arey Grady, reported that the County previously received and approved an offer to purchase this real property, subject to the completion of the upset bid process. The upset bid period has expired, and the County Attorney recommended approval of the conveyance at the purchase price of \$2,850.00. The County originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,842.39. The tax value of this property is \$22,500.00.

Should the Board of Commissioners authorize this transaction, a resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Commissioner Mitchell motioned to adopt the following resolution authorizing the execution and delivery of the necessary documents, seconded by Commissioner Jones and approved unanimously.

CRAVEN COUNTY
RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 3-055-040 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3532, Page 1316 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real Property to the successful bidder and to convey its interest in said property by quitclaim deed.

997 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN
998 COUNTY THAT:

999 Section 1. The last and highest bid of Simbarashe Nyika in the sum of \$2,850.00 for
1000 the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven
1001 County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified
1002 and confirmed in its entirety.

1003 Section 2. Upon payment of the full purchase price, the Chairman, the County
1004 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
1005 Attorney are authorized to take all actions necessary to accomplish the transactions
1006 contemplated by this Resolution, including but not limited to the execution and delivery of the
1007 quitclaim deed attached hereto and incorporated herein by reference.

1008 ADOPTED THIS 17th DAY OF AUGUST, 2020.

1009
1010 *Approval of Conveyance After Expiration of Upset Bid Period – 1146 Temple Point Road, New*
1011 *Bern (Parcel Number 5-008-133)*
1012

1013 Mr Grady reported that the County previously received and approved an offer to purchase this real
1014 property, subject to the completion of the upset bid process. The upset bid period has expired, and
1015 the County Attorney recommended approval of the conveyance at the purchase price of \$3,760.00.
1016 The County originally acquired this property through a tax foreclosure, with past due taxes and
1017 costs of foreclosure totaling \$3,757.13. The tax value of this property is \$20,180.00.

1018
1019 Should the Board of Commissioners authorize this transaction, a resolution should be adopted,
1020 which in turn will authorize the execution and delivery of the necessary documents.

1021
1022 Commissioner McCabe motioned to adopt the following resolution authorizing the execution and
1023 delivery of the necessary documents, seconded by Commissioner Mitchell and approved
1024 unanimously.

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CRAVEN COUNTY
RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 5-
008-133 (hereinafter “the Real Property”), the Real Property having been acquired by Craven

1032 County in deed recorded in Book 3515, Page 1544 in the Office of the Register of Deeds of Craven
1033 County; and,

1034 WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
1035 Property, and Craven County subsequently advertised said offer for upset bids as required by
1036 North Carolina General Statute §160A-269; and,

1037 WHEREAS, the upset bid period required under North Carolina General Statute §160A-
1038 269 has expired; and,

1039 WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best
1040 interest of the County to sell its interest in the Real Property to the successful bidder and to
1041 convey its interest in said property by quitclaim deed.

1042 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN
1043 COUNTY THAT:

1044 Section 1. The last and highest bid of Simbarashe Nyika in the sum of \$3,760.00 for
1045 the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven
1046 County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified
1047 and confirmed in its entirety.

1048 Section 2. Upon payment of the full purchase price, the Chairman, the County
1049 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
1050 Attorney are authorized to take all actions necessary to accomplish the transactions
1051 contemplated by this Resolution, including but not limited to the execution and delivery of the
1052 quitclaim deed attached hereto and incorporated herein by reference.

1053
1054 ADOPTED THIS 17th DAY OF AUGUST, 2020.

1055
1056 *MOU for Hurricane Florence Recovery*

1057
1058 Mr. Grady presented an amendment to the Hurricane Florence Recovery Grant, which was
1059 originally approved last summer. He reported that in the original grant agreement for the 22 buy-
1060 out properties on Scott’s Creek, the County would have received the money and had to coordinate
1061 the entire project. In the new proposal, the State would handle the process, which would remove
1062 a lot of pressure and work load from the Planning Department, but it is time sensitive.

1063 Mr. Grady indicated the State is ready to issue the initial purchase letters to the property owners
1064 once this amended MOU is approved.

1065
1066 Commissioner McCabe motioned to approve the amended MOU, as recommended, seconded by
1067 Commissioner Mitchell and approved 7-0 in a roll call vote.

1068 1069 **COUNTY MANAGER'S REPORT** 1070

1071 County Manager, Jack Veit, reminded the Board that their next meeting will be held on Tuesday,
1072 September 8th at 7:00 p.m. due to the Labor Day Holiday on Monday.

1073
1074 Mr. Veit reported that he and Chairman Mark were involved in calls with the Dix Crisis Center
1075 in Jacksonville recently, and during the month of July Craven County saw their greatest usage of
1076 that facility. He stated this is a positive benefit to our residents who are turning their lives
1077 around by utilizing this facility that the County helps fund.

1078
1079 Mr. Veit reviewed that from March until late July the Water Department was under order to not
1080 do cut offs nor assign late fees for none payment. Since that order has expired, Finance Director
1081 Craig Warren, has worked with the Water Department on developing payment plans. Several
1082 methods of communicating with water customers have been utilized, even taking an employee
1083 out of the main line to call water customers in arrears specifically. Craven County is setting up
1084 payment plans for 12 months, instead of the 6 month payment plan in the executive orders,
1085 because of the hard economic times. He commended Mr. Warren for providing the Water
1086 Department with the financial tools they need.

1087
1088 Mr. Veit stated that the NC DOT made the County aware of Mr. Hugh Overholt stepping down
1089 from his position on the Hwy 70 Commission. He emphasized what a blessing he has been to
1090 Craven County over the years; stating the amount of work he had done was remarkable, and he
1091 was always someone who could be called upon, providing a voice for Craven County. Mr. Veit
1092 said the County owes him a debt of gratitude.

1093
1094 Mr. Veit provided the Board with updates on the progress at the Convention Center and with the
1095 Parks and Recreation Building. Both are coming along nicely and still on schedule.

1096 1097 **COMMISSIONERS' REPORTS** 1098

1099 Chairman Mark reported on a virtual meeting between the DIX Crisis Center and the hospital, as
1100 there had been a communication issue which was resolved. He expressed appreciation to
1101 CarolinaEast Medical Center for being such a great partner and recognized their contributions to
1102 the DIX Crisis Center.

1103
1104 Mr. Veit interjected that through the DIX Crisis Center Board, Craven County has been
1105 identified as a behavioral healthcare urgent care facility through Trillium. It will provide a place
1106 to hold a person who is in crisis until they can be placed in a long-term facility.

1107

1108 Chairman Mark stated he wanted to take Chairman's privilege to talk about the school situation.
1109 He referenced the discussion with the Board of Education leadership regarding the importance of
1110 daily teaching in the schools, especially for kindergarten through 3rd grade, special needs,
1111 children at risk, and children without internet service. He recommended formulating a letter to
1112 send to the Board of Education emphasizing the need for them to reconsider their plans.
1113

1114 Commissioner Mitchell motioned to send a letter to the BOE requesting them to reconsider daily
1115 in classroom instruction. Her motion was seconded by Commissioner McCabe.
1116

1117 Commissioner Bucher indicated he had no objection to the letter, but thought a joint face-to-face
1118 meeting would be more effective. Commissioner Liner concurred with Mr. Bucher.
1119

1120 Commissioner Jones expressed his concern for right now, as families are having problems
1121 logging into the state system because it is overloaded the first day. He reported that all of the
1122 Commissioners are getting phone calls, texts, and emails from constituents because of technical
1123 challenges and students being left behind. Mr. Jones said that if a letter is sent there are several
1124 data points that he would want the BOE to address:

- 1125 > How many actual students are participating in virtual learning every day?
 - 1126 > Will schools accept paper documents instead of online submission?
- 1127

1128 Commissioner Sampson was emphatic that he did not want it on his conscience that children or
1129 teachers are forced to be in school and might catch this disease and die. He said he is very
1130 concerned about our young people and being able to protect them.
1131

1132 Commissioner Jones stressed we are not demanding that the BOE open schools back up, but
1133 because there are a lot of students not able to participate remotely nor receive an education
1134 otherwise, we want to know what they are going to do to make sure no students are left behind.
1135 He questioned the fact that parents are having to pay for other options, while paying taxes for an
1136 education they are not receiving.
1137

1138 Commissioner Sampson reiterated his concern about sending children back to school with the
1139 disease spreading. Commissioner Mitchell addressed Mr. Sampson's concern by saying parents
1140 would have the choice for in-person or virtual learning, so no one would be put at risk if they are
1141 not comfortable.
1142

1143 Commissioner Mitchell stated that she would like to amend her motion to read that the Board of
1144 Commissioners send a letter to the Board of Education, requesting a joint face to face meeting, to
1145 be held no later than September 15th, and requesting a response to this request within seven
1146 calendar days; inclusive in the letter would be a list of questions which the Board of
1147 Commissioners will determine, to be responded to no later than August 28th by the Board of
1148 Education and every two weeks thereafter for the remainder of the school year. Her motion was
1149 seconded by Commissioner McCabe and approved 6-1 (Sampson = nay).
1150

1151 Commissioner McCabe indicated he had no report.
1152

1153 Commissioner Sampson reported that he has been persistent in communicating to the City of
1154 New Bern Alderman and to his fellow Commissioners about citizens not having a place to live
1155 and he would like for something to be done so that individuals who are homeless have a place to
1156 seek shelter.

1157
1158 Commissioner Bucher reported that when he meets with constituents, the subject of taxes is
1159 always a topic and he shares with them the revenue and expenditure pie charts that illustrate
1160 where County money goes, highlighting the largest piece of the pie goes to Craven County
1161 Schools. He shared a story of great grandparents raising twin five-year old girls and the stress
1162 and hardship that online learning has created for them.

1163
1164 Commissioner Mitchell expressed gratitude for her appointment to the Craven Community
1165 College Board of Trustees. She remarked on Hugh Overholt's lengthy and productive service on
1166 the DOT Board, and how he provided great input and was so successful in pushing projects
1167 through and in getting funding for Craven County and surrounding areas. Mrs. Mitchell inquired
1168 of Chairman Mark and Mr. Veit about when more information about internet connectivity would
1169 be forthcoming.

1170
1171 Commissioner Liner had no remarks.

1172
1173 Commissioner Jones had no further report.

1174
1175 Chairman Mark referenced having the pleasure of serving with Hugh Overholt on various
1176 transportation boards and thanked him for his tremendous amount of work, which has benefited
1177 Craven County.

1178
1179 At 11:28 a.m., Commissioner McCabe motioned to adjourn. His motion was seconded by
1180 Commissioner Liner and approved unanimously.

1181

Craven County

Page: 1

RELEASES SUBJECT TO BOARD APPROVAL ON 9/8/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ANDREWS, JOHN AND SHANNON LATE LISTING CHARGED IN ERROR	124021	2020	211907	548.81
BARFIELD, WILLIAM M & JUDITH A DOUBLE BILLED	6802	2020	403513	52.37
BARFIELD, WILLIAM M & JUDITH A DOUBLE BILLED	6802	2020	403514	58.68
BARFIELD, WILLIAM M & JUDITH A DOUBLE BILLED	6802	2020	403515	66.78
BARFIELD, WILLIAM M & JUDITH A DOUBLE BILLED	6802	2020	403516	74.57
BARFIELD, WILLIAM M & JUDITH A DOUBLE BILLED	6802	2020	403517	72.61
BASS, THOMAS LEON JR LATE LISTING CHARGED IN ERROR	95440	2020	206660	9.65
BEACHAM, REBECCA DEAN DID NOT OWN JANUARY 1	90911	2018	3693	69.49
BEACHAM, REBECCA DEAN DID NOT OWN JANUARY 1	90911	2019	207675	65.26
BENGE, BOBBY RAY DID NOT OWN JANUARY 1	96140	2019	211419	97.75
BRADLEY, RAYMOND J JR NOT TAXABLE TO CRAVEN COUNTY	83225	2019	400373	629.84
BRADLEY, RAYMOND J JR NOT TAXABLE TO CRAVEN COUNTY	83225	2020	205230	557.91
DALE, PAUL & JUNE DID NOT OWN JANUARY 1	115746	2020	214669	31.80
DECKER, THOMAS R & GLENDA G LATE LISTING CHARGED IN ERROR	78076	2020	211023	164.84
EVANS, KEVIN JAMES DID NOT OWN JANUARY 1	93906	2020	403601	19.14
EVANS, KEVIN JAMES DOUBLE BILLED	93906	2020	403602	19.53
GODETTE, GERALD LEE DID NOT OWN JANUARY 1	86314	2020	205548	31.30
GRISSETTE, JULIUS A JR & HET TIE W LATE LISTING CHARGED IN ERROR	100129	2020	4176	17.77
HENDRICKS, KAY WRIGHT & REESE FRED RECYCLE FEE CORRECTION	100256	2020	207143	60.00
HUKINS, MARY HRS DWELLING VACANT	3611055	2020	10138	60.00
JOHNSON, RICHARD NOT TAXABLE TO CRAVEN COUNTY	121138	2020	210965	49.81
JONES, CATHY HOLLAND DWELLING VACANT	52406	2020	2422	60.00
JONES, CATHY HOLLAND RECYCLE FEE CORRECTION	52406	2020	45684	60.00
KESLER, HERBERT NOT TAXABLE TO CRAVEN COUNTY	126097	2020	403640	238.66
KIRSCH, WILLIAM A & KIRSCH, LATE LISTING CHARGED IN ERROR	117691	2020	210409	3.02
LEGATH, AARON JAMES MILITARY EXEMPT	16802	2020	500778	221.51

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 9/8/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
LOVETT, LAWRENCE R & SUSAN B INCORRECT SITUS/ REBILL	112827	2020	403584	17.23
LOVETT, LAWRENCE R & SUSAN B INCORRECT SITUS/ REBILL	112827	2020	403585	18.50
MORTON, STEVEN THEODORE CORRECTED DISCOVERED PROPERTY VALUE	24547	2020	500516	75.74
MURRELL, SANDRA LOUISA BILLING ERROR	113949	2020	42834	60.00
NARDOZZI, JESSICA M & ANTHONY S BILLING ERROR	100436	2020	403596	109.38
NARDOZZI, JESSICA M & ANTHONY S BILLING ERROR	100436	2020	403597	123.61
NARDOZZI, JESSICA M & ANTHONY S BILLING ERROR	100436	2020	403598	140.12
NARDOZZI, JESSICA M & ANTHONY S BILLING ERROR	100436	2020	403599	159.52
NARDOZZI, JESSICA M & ANTHONY S BILLING ERROR	100436	2020	403600	165.34
NC DEPT OF TRANSPORTATION EXEMPT PER NCGS 105-278.1	85729	2019	1400	64.35
PARKER, WILLIAM M & INGE VETERANS EXCLUSION	5568180	2020	7515	302.21
POWELL, MATTHEW WESLEY INCORRECT SITUS/ REBILL	119330	2020	210513	48.67
STURGILL, SANDRA NOT TAXABLE TO CRAVEN COUNTY	126718	2019	400371	1,010.97
THOMAS, KRISTY DID NOT OWN JANUARY 1	48685	2015	56945	73.13
TRENT RIVER COFFEE COMPANY PARTNERS DID NOT OWN JANUARY 1	17375	2020	200307	66.48
WALKER, PATRICK JOHN DID NOT OWN JANUARY 1	119044	2020	214724	214.20
WATTS, JAMES EDWARD LATE LISTING CHARGED IN ERROR	16821	2020	500805	0.53
WHITES TAE KWONDO INC RECYCLE FEE CORRECTION	73049	2020	204172	5,940.00
WILSON, KENNETH LEE DID NOT OWN JANUARY 1	117858	2020	211205	265.38
WOOLARD, MICHAEL D & JONES, LYNWOOD DID NOT OWN JANUARY 1	70418	2019	401235	101.98

46 RELEASES SUBJECT TO BOARD APPROVAL ON 9/8/2020 **12,298.44**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 9/8/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
CRUM, MADISON HOWELL JR DOUBLE BILLED	3995	2019	402501	119.57
CRUM, MADISON HOWELL JR DOUBLE BILLED	3995	2019	402500	105.89
IPOCK, RICKY LEE DOUBLE BILLED	54003	2020	403540	17.41
IPOCK, RICKY LEE DOUBLE BILLED	54003	2020	403539	19.09
4 REFUNDS SUBJECT TO BOARD APPROVAL ON 9/8/2020				261.96

	# of Phones	Avg \$/month	Avg \$/year
AT&T First Net	21	\$53.00	\$13,356.00
Flip Phones	27	\$19.00	\$6,156.00
Narcotics Smartphones	5	\$60.00	\$3,600.00
Mifi/Aircards	50	\$38.00	\$22,800.00
This is adding 19 mifis.			\$ 45,912.00

**Tax Administration
Craven County**



Ronald V. Antry
Tax Administrator

Listing (252) 636-6604
Collections (252) 636-6605
Fax (252) 636-2569
E-mail rantry@cravencountync.gov

MEMORANDUM

TO: Craven County Board of Commissioners
FROM: Ronnie Antry, Tax Administrator
SUBJECT: Tax Billing and Collection Activity
DATE: September 1, 2020

At the last meeting, I presented for your approval the annual tax collection settlement as I do at this time each year. Craven County has enjoyed in recent years a collection percentage higher than 99.00%. This year for the first time since 2012, the collection percentage fell below that number to 98.70%. The purpose of my writing is to explain some of the reasons for it and to present for your consideration a plan to improve it.

When the fiscal year ended on June 30, 2019, we completed that year with 99.24% of the real and other personal property tax collected. It appeared that we were on track to meet or exceed that percentage the following fiscal year that just ended. As we all are aware, however, the COVID19 pandemic disrupted many aspects of our normal lives; the collections of the tax levies for the county and its municipalities were also a casualty of it. Many of the enforcement remedies that we normally use in the collection of delinquent taxes were suspended so as not to further disrupt the lives of our citizens. Wage garnishments, bank account attachments, and foreclosures that are normally routine collection activities in the spring of each year were not implemented this year and are still being held in abeyance. Existing delinquencies that had been placed with the Set-Off Debt Collection Act prior to March of 2019 continue to provide a small amount of revenue from taxpayers' income tax refunds and lottery winnings.

County Manager Veit, County Attorney Grady, and I have met to discuss what should be our next steps going forward. It is our opinion that since we have just sent tax notices for 2020, we should forego any of the usual enforcement remedies until at least February of next year when we usually begin them. By that time, we hope the negative health and economic consequences of the pandemic will have subsided such that we can return to a more nearly normal routine of tax collection activity. The additional delinquent taxes that are still unpaid appear on this year's bill for collection.



At this same time, we plan to begin the billing of registered motor vehicles that have had lapses or gaps in their registrations. This billing is required by NCSG 105-330.5(c) and is referred to by the North Carolina Department of Revenue as "Gap Billing". A gap in the registration of vehicles can occur for a variety of reasons. Two of the most common ones are:

- A taxpayer allows his registration to expire and then subsequently renews the registration. Taxes and registration fees are calculated on a twelve-month period based upon when the tag expires. If the taxpayer's registration expired in December and he waits until June the following year to renew it, the new registration expires in June of the following year creating a six (6) month gap for which the vehicle is unregistered and for which no property tax is collected.
- A taxpayer extends the expiration of a tag beyond the normal twelve-month period. Those number of additional months beyond the usual twelve months are months for which no tax revenue is received.

Gaps in registrations can range from one (1) month to as many as forty-two (42) or more months in some cases.

The General Assembly has transferred the collection responsibility of these gaps in vehicle registration to the counties beginning in July of 2017. Because of software limitations at that time, Craven County was not able to implement this collection program. Estimates are that approximately \$5,000 to \$7,000 per month in revenue for each of the last thirty-seven (37) months would be owed the county when this tax is billed. We now have tax software that will easily handle billing these. We recommend that the time to bill these registration gaps is February of 2021 at the same time we plan to restart the other collection activities. Although these billings have been delayed, there is no penalty or interest added to these taxes. The legislation mentioned above provides that the taxes become due on September 1, 2021 and are delinquent on January 6, 2022.

There is one activity that we can restart now that will pay dividends next year. Due to tax software changes that began being implemented over a year ago, we delayed beginning in March of 2019 submitting any new debts to the debt setoff clearinghouse hosted by the North Carolina County Commissioners' Association. Since the debt must be delinquent at least sixty (60) days before it can be placed, none of the 2019 delinquent taxes have been submitted to offset money owed by the state to taxpayers. I recommend that we restart this activity as soon as we can coordinate the effort with our software vendor. If we are able to accomplish it in September or October, this will give us ample time to have the debts placed for collection when the income tax refund filing period begins in early January of next year.

We are all hopeful that the coming year will allow us to resume a more nearly normal operation. Jane Purifoy, Personal Property Manager, as well as Cindy Glover, Tax Collection Manager, and I will be present at the meeting to answer any questions you may have regarding these plans.

Cc: Mr. Jack B. Veit, III, Craven County Manager
Mr. Arey Grady, Craven County Attorney

EXHIBIT C

RESOLUTION NO. _____ OF CRAVEN COUNTY SCHOOLS
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Craven County Board of Education, which operates the Craven County Schools, (the "School District") is authorized by the laws of the North Carolina (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, subject to the approval by the Craven County Board of Commissioners ("County") of the School District's request to enter a continuing contract for capital outlay, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, will have been performed in the time and manner required to make the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE CRAVEN COUNTY BOARD OF EDUCATION AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. Upon County approval of the School District's request to enter a continuing contract for capital outlay, the School District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$3,559,557.57 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title
David Hale	Chair, Craven County Board of Education
Dr. Meghan Doyle	Superintendent, Craven County Schools

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE CRAVEN COUNTY BOARD OF EDUCATION ON _____, 2020.

 Signatory

Attest: _____

District Clerk



Financial Services
Education Finance

CRAVEN COUNTY SCHOOLS
Schedule No. 2 to
Master Lease Purchase Agreement dated September 14, 2017

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement.....	Copy of Existing Agreement included for reference	
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate.....	Yes	Yes
10.	Ex. G - Opinion of Counsel	Yes	Yes
11.	Advance Payment, if applicable.....		Yes

Please call Connie George at 480.419.3609 with any questions.

Original Closing Documents

- Once documents are signed, please first provide scanned copies of the above items to Connie.George@epublicfinance.com
- Then mail the originals to

Apple Financial Services
Attention: Connie George
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

EXHIBIT A

Schedule No. 2 Dated October 1, 2020 to Master Lease Purchase Agreement Dated September 14, 2017

This Schedule No. 2 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated September 14, 2017 ("Master Lease"), and is effective as of October 1, 2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
<i>Computer Hardware--See attached Exhibit 1.</i>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	10/1/2020					\$3,559,557.57
1	10/1/2020	\$889,889.40	\$0.00	\$889,889.40		\$2,669,668.17
2	10/1/2021	\$889,889.39	\$0.00	\$889,889.39	\$1,815,374.36	\$1,779,778.78
3	10/1/2022	\$889,889.39	\$0.00	\$889,889.39	\$907,687.18	\$889,889.39
4	10/1/2023	\$889,889.39	\$0.00	\$889,889.39	\$0.00	\$0.00
Totals:		\$3,559,557.57	\$0.00	\$3,559,557.57	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$3,478,887.22 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.5500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **October 1, 2020**

LESSOR: **APPLE INC.**

LESSEE: **CRAVEN COUNTY SCHOOLS**

SIGNATURE: **X** _____

SIGNATURE: **X** _____

NAME / TITLE: **X** _____

NAME / TITLE: **X** _____

DATE: **X** _____

DATE: **X** _____

LESSEE BILLING INSTRUCTIONS:	PERSON/DEPT.: _____
PO BOX/STREET: _____	TITLE: _____
	PHONE#: _____
CITY, ST ZIP: _____	EMAIL: _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2
under Master Lease Purchase Agreement dated September 14, 2017

#	Product Description	Qty
1	APS 3 Consecutive Days Project Management Deployment Services Part Number D4695LL/A	2
2	APS PROJECT ENGINEERING SVCS FIXED-USA Part Number D7066LL/A	1
3	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA Part Number D6160LL/A	7,104
4	Apple Professional Learning Two Day Prepaid Offering Part Number D2460LL/B	4
5	Apple Professional Learning Three Day Prepaid Offering Part Number D4527LL/A	24
6	Apple Professional Learning Apple Academy Part Number D5993LL/B	2
7	Apple Professional Learning Virtual Support: Leadership Coaching (Prepaid Offering) Part Number D7862LL/A	6

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2 (Continued from previous page)

8 **10.2" iPad WiFi 32GB–Space Gray (10pack), Logitech case, w/ 3YR AppleCare+ for Schools (no service fee)** 710

Part Number BQ262LL/A

10.2-inch iPad Wi-Fi 32GB - Space Gray (10-pack)

Part Number: MW7L2LL/A

Quantity: 7,100

3-Year AppleCare+ for Schools - iPad 7th Gen. no service fee

Part Number: S7831LL/A

Quantity: 7,100

Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th gen) - Blue

Part Number: HNMA2ZM/A

Quantity: 7,100

9 **10.2" iPad WiFi 32GB–Space Gray, Logitech case, w/ 3YR AppleCare+ for Schools (no service fee)** 4

Part Number BQ6Y2LL/A

10.2-inch iPad Wi-Fi 32GB - Space Gray

Part Number: MW7A2LL/A

Quantity: 4

3-Year AppleCare+ for Schools - iPad 7th Gen. no service fee

Part Number: S7831LL/A

Quantity: 4

Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-Inch iPad (7th gen) - Blue

Part Number: HNMA2ZM/A

Quantity: 4

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 2, dated October 1, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of September 14, 2017, between Apple Inc., as Lessor, and CRAVEN COUNTY SCHOOLS, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. **THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.**

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **CRAVEN COUNTY SCHOOLS**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **CRAVEN COUNTY SCHOOLS**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 2 to Master Lease Purchase Agreement Dated September 14, 2017

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **CRAVEN COUNTY SCHOOLS**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

(Rev. September 2018)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Craven County Schools		2 Issuer's employer identification number (EIN) 56-1286861	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 3600 Trent Road	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code New Bern, NC 28562		7 Date of Issue October 1, 2020	
8 Name of Issue Sched. No. 1 dtd October 1, 2020 to Master Lease Purchase Agreement dtd September 14, 2017		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	\$3,478,887	22
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	October 1, 2023	\$ 3,478,887.22	\$ N/A	3 years	1.5500 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the Issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of Issuer's authorized representative	Date	Type or print name and title
---	------	------------------------------

Paid Preparer Use Only	Print/Type preparer's name Michael Krahenbuhl	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149		Firm's address ▶ 8377 E. Hartford Drive, Suite 116, Scottsdale, AZ 85255	
	Phone no. ▶ 480-419-4800				

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

CRAVEN COUNTY SCHOOLS

- 1) Property Damage & Loss Coverage -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted with Lessor's prior written consent. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 2 to Master Lease Purchase Agreement dated September 14, 2017

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **CRAVEN COUNTY SCHOOLS**
Signature: **X** _____
Printed Name/Title: **X** _____
Date: **X** _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)



Financial Services
Education Finance

Lessee: Craven County Schools

Attention: Accounts Payable

Invoice Number: First Payment / 102959
Invoice Due Date: 10/1/2020
Amount Due: \$889,889.40

Equipment Description: Apple Computer Equipment

Customer Reference Number: MLA#1095-2-102959

Payment Number	Amount Due
-------------------	---------------

1	\$889,889.40
---	--------------

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Invoice Number: First Payment / 102959
Due Date: 10/1/2020
Amount Due: \$889,889.40



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of September 14, 2017 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Craven County Schools ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor Invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's

deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an Invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease

Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any Item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any Item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any Item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: David Rogan
TITLE: David Rogan
WW AFS Senior Director
Apple Inc.

LESSEE: Craven County Schools
3600 Trent Road
New Bern, NC 28562

BY: David E. Hale
TITLE: Board Chairman
FED TAX ID#: 561286861

This instrument has been preaudited in the manner required by the school budget and fiscal control act.

Denise P. Altman
Authorized Agent

EXHIBIT G

(To be printed on Attorney's Letterhead)

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule No. 2, dated October 1, 2020 to Master Lease Purchase Agreement dated as of September 14, 2017 between Apple Inc., as Lessor, and Craven County Schools, as Lessee.

Ladies and Gentlemen:

As legal counsel to Craven County Schools (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement dated as of September 14, 2017 and Exhibits thereto (collectively, the "Agreement") by and between Apple Inc. (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 2 dated October 14, 2017 (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a city, county, school district, special district or other local government unit under the laws of the State of North Carolina, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (4) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name
Signature



August 25, 2020

Jack B. Veit, III
County Manager
Craven County
406 Craven Street
New Bern, North Carolina 28560

**Re: Lawson Creek Booster Station Interim Bypass Pumping
Recommendation of Award**

Dear Mr. Veit:

Please find enclosed the certified bid tabulation for the Lawson Creek Booster Station Interim Bypass Pumping project. Submitted bids were received on August 12, 2020 at the Craven County Administration Building at 406 Craven Street, NC 28560.

A total of four (4) bids were submitted for the project. Based on the bids submitted, the apparent low bidder is Jones and Smith Contractors, LLC (J&S) of Ayden, North Carolina. Jones and Smith Contractors, LLC submitted a total base bid price of \$273,763.00 with an alternate bid deduct in the amount of \$48,000.000, equating to a total bid amount with the alternate of \$225,763.00. Their bid has been reviewed and based on the bidding requirements set forth in the bidding documents, their bid appears to be responsive, responsible, and complete. CJS Conveyance has checked references for J&S and received positive responses from all four references contacted.

J&S possesses qualifications necessary to perform the work required for this project. We recommend the award of the project to Jones and Smith Contractors, LCC in the total bid with alternate amount of **\$225,763.00** as indicated on the attached bid tabulation, contingent upon approval from the County Board of Commissioners.

Please feel free to contact me at 919-890-3879 or cwindley@cjsconveyance.com if you have any questions or would like to discuss further.

Sincerely,

A handwritten signature in blue ink that reads "Chris L. Windley".

Chris L. Windley, PE

Project Manager

Enclosed: Certified Bid Tab Summary and Detailed Bid Tabulation

cc: file

Certified Bid Tabulation Summary

CJS Job No. 007-001

Lawson Creek Booster Station Interim Bypass Pumping Craven County

406 Craven Street, New Bern, NC 28560

Bid Date: August 12, 2020

Bid Deadline: 4:00 pm

Contractor	Total Base Bid Amount	Alternate Bid Amount	Total Bid Amount with Alternate
A.C. Schultes of Carolina, Inc	\$ 288,012.00	\$ (50,000.00)	\$ 238,012.00
Axis Utility, Inc.	\$ 314,650.50	\$ 101,633.00	\$ 416,283.50
Jones and Smith Contractors, LLC	\$ 273,763.00	\$ (48,000.00)	\$ 225,763.00
TA Loving Company	\$ 382,500.00	\$ 56,500.00	\$ 439,000.00

Math error in bid proposal corrected.



Chris L. Windley, P.E.
CJS Conveyance, PLLC

8/18/2020
Date



CERTIFICATION

The bids shown herein were received by sealed envelope at the Craven County Administration Building located at 406 Craven Street, New Bern, NC 28560 on August 12, 2020, and electronic copies of the bids were forwarded via email to CJS Conveyance for review.



Detailed Certified Bid Tabulation

Lawson Creek Booster Station Interim Bypass Pumping
Wayne County, NC



Item No.	Description	Quantity	Unit	A.C. Schultes of Carolina, Inc.		Axis Utility, Inc.		Jones and Smith Contractors, LLC		TA Loving Company	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization (maximum 3% of bid total)	1	LS	\$ 8,667.00	\$ 8,667.00	\$ 8,563.00	\$ 8,563.00	\$ 5,000.00	\$ 5,000.00	\$ 11,250.00	\$ 11,250.00
2	Ductile Iron Water Main										
a	12-inch	35	LF	\$ 400.00	\$ 14,000.00	\$ 382.00	\$ 13,370.00	\$ 144.00	\$ 5,040.00	\$ 150.00	\$ 5,250.00
b	8-inch	40	LF	\$ 300.00	\$ 12,000.00	\$ 342.00	\$ 13,680.00	\$ 167.00	\$ 6,680.00	\$ 85.00	\$ 3,400.00
3	VAD Fibres w/Restrict Gland (Standard vye/ish)	1600	LB	\$ 5.00	\$ 8,000.00	\$ 19.13	\$ 30,608.00	\$ 11.00	\$ 17,600.00	\$ 1.00	\$ 1,600.00
4	Hanged Off Fittings	300	LB	\$ 10.00	\$ 3,000.00	\$ 17.38	\$ 5,214.00	\$ 11.00	\$ 3,300.00	\$ 1.00	\$ 300.00
5	Resilient Seat Gate Valves										
a	12-inch	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,841.00	\$ 4,841.00	\$ 6,210.00	\$ 6,210.00	\$ 2,800.00	\$ 2,800.00
b	8-inch	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 3,175.00	\$ 22,225.00	\$ 3,275.00	\$ 22,925.00	\$ 1,500.00	\$ 10,500.00
6	Trailer Mounting Electric Drive Bypass Pump, Piping, Valves, Flowmeter, Instrumentation, and Variable Frequency Drive Unit (Complete)										
a	Supply, delivery, assembly (including connecting piping), and startup	1	LS	\$ 26,000.00	\$ 26,000.00	\$ 27,980.00	\$ 27,980.00	\$ 25,500.00	\$ 25,500.00	\$ 91,500.00	\$ 91,500.00
b	Monthly Rental Fee	18	MTM	\$ 6,750.00	\$ 121,500.00	\$ 6,218.00	\$ 111,924.00	\$ 6,600.00	\$ 118,800.00	\$ 6,500.00	\$ 117,000.00
c	Disassembly and Removal	1	LS	\$ 11,750.00	\$ 11,750.00	\$ 14,730.00	\$ 14,730.00	\$ 11,550.00	\$ 11,550.00	\$ 7,000.00	\$ 7,000.00
7	Site Fence										
a	Stone Relief Outlet	3	EA	\$ 15.00	\$ 45.00	\$ 18.75	\$ 56.25	\$ 6.00	\$ 18.00	\$ -	\$ -
8	Stone Relief Outlet	3	EA	\$ 750.00	\$ 2,250.00	\$ 475.00	\$ 1,425.00	\$ 350.00	\$ 1,050.00	\$ 300.00	\$ 900.00
9	Temporary Construction Entrance	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 3,010.00	\$ 3,010.00	\$ 2,000.00	\$ 2,000.00
10	Cut and Cap Existing Water Main	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 4,100.00	\$ 8,200.00	\$ 4,000.00	\$ 8,000.00	\$ 750.00	\$ 1,500.00
11	Replacement of Unsuitable Material with Select Backfill Material	17	CY	\$ 35.00	\$ 595.00	\$ 215.00	\$ 3,655.00	\$ 19.00	\$ 323.00	\$ 30.00	\$ 510.00
12	Undercut of Unsuitable Material and Replacement with Stabilization Stone	5	CY	\$ 100.00	\$ 500.00	\$ 315.00	\$ 1,575.00	\$ 30.00	\$ 150.00	\$ 75.00	\$ 375.00
13	Tessing, Cleanup and Seeding (Min. 10% of Pave Cost)	75	LF	\$ 50.00	\$ 3,750.00	\$ 36.50	\$ 2,737.50	\$ 40.00	\$ 3,000.00	\$ 15.00	\$ 1,125.00
14	Electrical including all wire, conduit, electrical rack and foundation, panels and auxiliary equipment not included in bypass pump supplier scope (Complete)	1	LS	\$ 54,000.00	\$ 54,000.00	\$ 58,796.00	\$ 58,796.00	\$ 52,000.00	\$ 52,000.00	\$ 132,790.00	\$ 132,790.00
TOTAL BASE BID AMOUNT					\$ 284,012.00		\$ 314,650.50		\$ 273,763.00		\$ 382,500.00
Math error in bid proposal corrected											

ALTERNATE BID

Item No.	Description	Quantity	Unit	A.C. Schultes of Carolina, Inc.		Axis Utility, Inc.		Jones and Smith Contractors, LLC		TA Loving Company	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Net Add or Omit: (indicate + for add or - for deduct) for Purchasing and Providing Specified Bypass Pump in Lieu of Renting and Disassemble and Removal of Bypass Pump	1	LS	\$ (50,000.00)	\$ (50,000.00)	\$ 101,633.00	\$ 101,633.00	\$ (48,000.00)	\$ (48,000.00)	\$ 56,500.00	\$ 56,500.00

TOTAL BID WITH ALTERNATE

A.C. Schultes of Carolina, Inc.	Axis Utility, Inc.	Jones and Smith Contractors, LLC	TA Loving Company
\$ 238,012.00	\$ 416,283.50	\$ 225,763.00	\$ 439,000.00

CERTIFICATION
The bids shown herein were received by sealed envelope at the Wayne County Administration Building located at 406 Craven Street, New Bern, NC 28560 on August 12, 2020, and electronic copies of the bids were forwarded via email to CIS Conveyance for review.

Chris L. Windley
Chris L. Windley, P.E.
CIS Conveyance, PLLC

8/18/2020
Date





Lawson Creek Booster Station Recovery Project

Fund 615

This ordinance is hereby approved in the following amount for expenditure of the Lawson Creek Booster Station Recovery Project.

Expenditures:

Architect/Engineering	\$	548,000.00
Construction	\$	225,763.00
Construction- Other than General	\$	7,000.00
Contingency	\$	23,000.00
TOTAL	\$	803,763.00

This ordinance is hereby approved in the following amount for expenditure of the Lawson Creek Booster Station Recovery Project.

Revenues:

Transfer from Water Fund	\$	803,763.00
TOTAL	\$	803,763.00

This ordinance is hereby approved this 8th day of September 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

Attest:

Nan E. Holton, Clerk to the Board
Craven County Board of Commissioners

111

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
58335 ADAMS III, OTTIS F 49582 424 E THURMAN RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	131.34	36.92- 94.42- 131.34- *
LOCATION TOTALS -			
63269 ALBERIO, JESSE 117168 116 PARTRIDGE DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR WM WRITE OFF-WATER MISC JESSICAMAR	7/31/15	143.61	22.37- 96.24- 25.00- 143.61- *
LOCATION TOTALS -			
65769 ALLISON, JILLIANNE L 112176 11522 N US 17 HWY 4 PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	5/28/15	85.56	20.91- 64.65- 85.56- *
LOCATION TOTALS -			
60183 ALTMAN, LORI J 96814 461 PATE RD M6 WRITE OFF-METER INST JESSICAMAR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	4/15/15	291.72	150.00- 36.11- 105.61- 291.72- *
LOCATION TOTALS -			
63453 ANDERSON, MELISSA A 50930 207 GREEN TREES DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/23/15	118.39	10.76- 107.63- 118.39- *
LOCATION TOTALS -			
65631 ARNOLD, WILLIAM H 109322 716 CLERMONT RD 3 PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR WM WRITE OFF-WATER MISC JESSICAMAR	6/23/15	83.31	10.30- 30.01- 43.00- 83.31- *
LOCATION TOTALS -			
59699 ATWELL, JESSICA L 103356 1176 TEBB RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	5/26/15	99.79	9.07- 90.72- 99.79- *
LOCATION TOTALS -			
65891 AYERS, KRISTINA J 35662 104 ANN ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/05/15	57.83	5.26- 52.57- 57.83- *
LOCATION TOTALS -			

ATTACHMENT #10.B

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME RECEIVABLE CODE	LOCATION ID/LOCATION DESCRIPTION	ADDRESS USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
64983	BAGLEY, MICHAEL C 53064 108 CREEKVIEW RD		4/07/15	77.92	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			7.08-
WA	WRITE OFF-WATER SALE	JESSICAMAR			70.84-
				LOCATION TOTALS -	77.92- *
65677	BARBER, JOHNNIE L 5680 261 STREETS FERRY RD		11/17/15	117.70	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			27.70-
WA	WRITE OFF-WATER SALE	JESSICAMAR			90.00-
				LOCATION TOTALS -	117.70- *
65199	BARRETT, RICKY L 98344 210 JEANS CIR		6/01/15	68.21	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			12.34-
WA	WRITE OFF-WATER SALE	JESSICAMAR			55.87-
				LOCATION TOTALS -	68.21- *
65105	BENNETT, KALA D 32108 165 DEWEY RD		5/13/15	97.49	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			8.86-
WA	WRITE OFF-WATER SALE	JESSICAMAR			88.63-
				LOCATION TOTALS -	97.49- *
63737	BERRY, TYRON J 46840 1 VERNON DR		5/05/15	127.19	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			11.56-
WA	WRITE OFF-WATER SALE	JESSICAMAR			115.63-
				LOCATION TOTALS -	127.19- *
9193	BLOOMBERG, GEORGE W 95496 839 DRY MONIA RD		11/17/15	64.02	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			11.56-
WA	WRITE OFF-WATER SALE	JESSICAMAR			52.46-
				LOCATION TOTALS -	64.02- *
36321	BROWN, EDWARD 124970 11445 OLD US 70 HWY		5/06/15	70.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			10.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR			60.00-
				LOCATION TOTALS -	70.50- *
63771	BRYANT, STEPHON E 112172 11520 N US 17 HWY 2		7/09/15	165.27	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			38.60-
WA	WRITE OFF-WATER SALE	JESSICAMAR			126.67-
				LOCATION TOTALS -	165.27- *
64827	BUCHANAN, GERALD F				

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
64827 BUCHANAN, GERALD F 28218 355 SAND HILL RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	3/10/15	52.77	4.80- 47.97- 52.77- *
LOCATION TOTALS -			
63905 CALDERON, RAMON A 41182 238 RANKIN CT PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	1/07/15	310.39	45.44- 264.95- 310.39- *
LOCATION TOTALS -			
65729 CARAWON, NATHANIEL D 120296 24 DOUGLAS DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	217.86	50.64- 167.22- 217.86- *
LOCATION TOTALS -			
137882 123 PAULETTE CT WA WRITE OFF-WATER SALE JESSICAMAR	10/18/10	.35	.35- .35- *
LOCATION TOTALS -			
59881 CARTER, KIMBERLY R 96822 445 PATE RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	2/11/15	85.03	7.73- 77.30- 85.03- *
LOCATION TOTALS -			
64519 CARTER, NIKIA 29936 1525 BLADES RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/03/15	54.15	9.15- 45.00- 54.15- *
LOCATION TOTALS -			
24681 CLOS, RALPH 49122 3408 OLD CHERRY POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	150.31	37.45- 112.86- 150.31- *
LOCATION TOTALS -			
56419 COFFEY, LLOYD D 29274 116 SEA BISQUIT DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/29/15	78.86	13.74- 65.12- 78.86- *
LOCATION TOTALS -			
11031 GOLDEN, LINWOOD 46976 502 ELDER ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	3/25/15	842.39	89.72- 752.67- 842.39- *
LOCATION TOTALS -			

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
50593 COLE, KATHY L 53002 2207 OAKVIEW DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	1/08/15	71.70	12.71- 58.99- 71.70- *
LOCATION TOTALS -			
56391 COX, KELLI L 97776 333 JEREMY ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/11/15	70.94	13.91- 57.03- 70.94- *
LOCATION TOTALS -			
64769 CUOZZO, TYEISHA J 46740 310 SCOTT ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	1/08/15	87.03	14.78- 72.25- 87.03- *
LOCATION TOTALS -			
37731 DAWSON, APRIL H 120352 813 SUSAN DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	75.97	8.90- 67.07- 75.97- *
LOCATION TOTALS -			
64179 DOUGLAS, MAXINE D 46738 308 SCOTT ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/17/15	72.89	12.89- 60.00- 72.89- *
LOCATION TOTALS -			
66585 ESTRELLA, PATIENCE L 47052 502 E US 70 HWY PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	4,210.37	732.90- 3,477.47- 4,210.37- *
LOCATION TOTALS -			
64025 FAYE JR, ROBERT E 40518 112 CAROLINA PINES BLVD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/03/15	62.95	12.58- 50.37- 62.95- *
LOCATION TOTALS -			
64725 FRANKS II, STERLING L 47176 716 OLD CHERRY POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	7/22/15	1,212.91	199.40- 1,013.51- 1,212.91- *
LOCATION TOTALS -			
33337 FRAZIER, SARAH			

CUSTOMER ID/NAME RECEIVABLE CODE	LOCATION ID/LOCATION ADDRESS DESCRIPTION	USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
33337 FRAZIER, SARAH	119876 470 TEMPLES POINT RD		9/30/15	434.51	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			119.46-
WA	WRITE OFF-WATER SALE	JESSICAMAR			315.05-
	LOCATION TOTALS -				434.51- *
21405 GAMEZ, JORENE L	112254 2535 NC 101 HWY		3/04/15	551.02	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			123.24-
WA	WRITE OFF-WATER SALE	JESSICAMAR			427.78-
	LOCATION TOTALS -				551.02- *
16165 GARRETT, CYNTHIA M	49688 218 JOHNSON POINT RD		9/30/15	171.80	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			42.30-
WA	WRITE OFF-WATER SALE	JESSICAMAR			86.50-
WM	WRITE OFF-WATER MISC	JESSICAMAR			43.00-
	LOCATION TOTALS -				171.80- *
43259 GIBBS, TESHONE M	131040 2040 BEAR HOLE RD		7/01/15	381.38	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			34.67-
WA	WRITE OFF-WATER SALE	JESSICAMAR			346.71-
	LOCATION TOTALS -				381.38- *
59503 GIBSON, JAMES M	50394 212 STADIEM DR		1/28/15	57.24	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			5.20-
WA	WRITE OFF-WATER SALE	JESSICAMAR			52.04-
	LOCATION TOTALS -				57.24- *
523 GODETTE, CLARA	132310 1500 NC 101 HWY 18		6/24/15	108.71	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			21.32-
WA	WRITE OFF-WATER SALE	JESSICAMAR			87.39-
	LOCATION TOTALS -				108.71- *
13851 GODETTE, LINDA B	53922 581 PERRYTOWN RD		3/25/15	89.52	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			23.90-
WA	WRITE OFF-WATER SALE	JESSICAMAR			65.62-
	LOCATION TOTALS -				89.52- *
53221 GOODING, GLORIA W	3484 925 WEYERHAEUSER RD		10/16/15	52.00	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			4.73-
WA	WRITE OFF-WATER SALE	JESSICAMAR			47.27-
	LOCATION TOTALS -				52.00- *
61155 GREGORY, JOSHUA C					

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 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME
 LOCATION ID/LOCATION ADDRESS
 RECEIVABLE
 CODE DESCRIPTION USER

TERMINATION
 DATE

CURRENT
 BALANCE

WRITE OFF
 AMOUNT

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
61155 GREGORY, JOSHUA C 107814 104 GONA CT PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	10/02/15	88.55	8.05- 80.50- 88.55- *
LOCATION TOTALS -			
14413 HADDER SR, GERALD 94504 1002 HINES DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	5/06/15	70.50	10.50- 60.00- 70.50- *
LOCATION TOTALS -			
48163 HARDY, ANNA L 24966 1848 WINTERGREEN RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	7/01/15	113.75	11.35- 102.40- 113.75- *
LOCATION TOTALS -			
57243 HARDY, CHINA L 117478 114 B & R DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/17/15	242.40	62.22- 180.18- 242.40- *
LOCATION TOTALS -			
45593 HARKLEY, SHAROLYN G 30330 510 TEMPLES POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	3/04/15	3,311.98	622.54- 2,689.44- 3,311.98- *
LOCATION TOTALS -			
32533 HATLEY, JUSTIN 120356 815 SUSAN DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	6/23/15	90.96	8.27- 82.69- 90.96- *
LOCATION TOTALS -			
60799 HEATH III, HARVEY W 121608 4506 OLD CHERRY POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR WM WRITE OFF-WATER MISC JESSICAMAR	12/21/15	137.40	31.96- 76.50- 28.94- 137.40- *
LOCATION TOTALS -			
9251 HENDERSON, HENRY 47016 701 DUDLEY ST PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	1/28/15	75.00	15.00- 60.00- 75.00- *
LOCATION TOTALS -			
28263 HERNANDEZ, DESIREE JENIFER			

CUSTOMER ID/NAME	LOCATION ID/LOCATION ADDRESS	RECEIVABLE CODE	DESCRIPTION	USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
28263 HERNANDEZ, DESIREE JENIFER	111294 208 JOHN PATT RD	PW	WRITE OFF-PENALTY WA	JESSICAMAR	1/08/15	388.08	88.46-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			299.62-
						LOCATION TOTALS -	388.08- *
13179 HERRING, TEIRE T	137068 103 NEW VISION CT	PW	WRITE OFF-PENALTY WA	JESSICAMAR	9/02/05	20.32	1.85-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			18.47-
						LOCATION TOTALS -	20.32- *
42423 HOLLAND, GREGORY A	49728 407 E THURMAN RD	PW	WRITE OFF-PENALTY WA	JESSICAMAR	7/20/15	69.44	6.31-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			63.13-
						LOCATION TOTALS -	69.44- *
65731 HOUSER, ANDREW J	48998 3009 OLD CHERRY POINT RD	PW	WRITE OFF-PENALTY WA	JESSICAMAR	12/23/15	435.83	53.41-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			382.42-
						LOCATION TOTALS -	435.83- *
65861 JACKSON, CATHERINE A	112396 1500 NC 101 HWY 38	PW	WRITE OFF-PENALTY WA	JESSICAMAR	11/03/15	112.24	26.71-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			85.53-
						LOCATION TOTALS -	112.24- *
64239 JACKSON, DWAYNE K	102552 7650 E US 70 HWY 15	PW	WRITE OFF-PENALTY WA	JESSICAMAR	1/08/15	86.15	14.85-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			71.30-
						LOCATION TOTALS -	86.15- *
64513 JOHNSON, LATASHA N	121224 205 MOLLY AVE	PW	WRITE OFF-PENALTY WA	JESSICAMAR	6/19/15	85.23	7.75-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			77.48-
						LOCATION TOTALS -	85.23- *
66533 JONES, SIDNEY S	124514 424 SATTERFIELD DR	PW	WRITE OFF-PENALTY WA	JESSICAMAR	12/21/15	134.20	24.20-
		WA	WRITE OFF-WATER SALE	JESSICAMAR			110.00-
						LOCATION TOTALS -	134.20- *
66635 LAPOINTE, JOLINE A							

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME		LOCATION ID/LOCATION ADDRESS	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
RECEIVABLE CODE	DESCRIPTION	USER			
66635	LAPOINTE, JOLINE A 54584 717 CLERMONT RD		12/21/15	456.44	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			101.85-
WA	WRITE OFF-WATER SALE	JESSICAMAR			354.59-
	LOCATION TOTALS -				456.44- *
51291	LIPFORD, OLITA 5420 8420 N US 17 HWY		6/09/15	89.28	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			23.63-
WA	WRITE OFF-WATER SALE	JESSICAMAR			65.65-
	LOCATION TOTALS -				89.28- *
20635	LITCHFIELD, FLORENCE H 49162 205 NORTH RIDGE RD		9/30/15	54.49	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			11.09-
WA	WRITE OFF-WATER SALE	JESSICAMAR			43.40-
	LOCATION TOTALS -				54.49- *
66433	LUEDKE, AMANDA J 36168 901 GREENFIELD HEIGHTS BLVD		12/16/15	114.70	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			27.66-
WA	WRITE OFF-WATER SALE	JESSICAMAR			87.04-
	LOCATION TOTALS -				114.70- *
43075	LYTLE, JAMES ED 120404 158 CROOKED RUN DR		9/17/15	91.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			16.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR			75.00-
	LOCATION TOTALS -				91.50- *
65193	MADDOX, RICHARD R 132334 1500 NC 101 HWY 30		3/02/15	720.87	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			102.33-
WA	WRITE OFF-WATER SALE	JESSICAMAR			618.54-
	LOCATION TOTALS -				720.87- *
57115	MANUES JR, JOHN O 113876 19 SIMMONS ST		11/30/15	72.67	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			13.19-
WA	WRITE OFF-WATER SALE	JESSICAMAR			59.48-
	LOCATION TOTALS -				72.67- *
64933	MAPP III, EDWIN T 48344 416 PINE ST		9/29/15	76.20	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			4.93-
WA	WRITE OFF-WATER SALE	JESSICAMAR			69.27-
	LOCATION TOTALS -				76.20- *
26589	MARTINEZ, OSCAR AIMANDO				

CUSTOMER ID/NAME	LOCATION ID/LOCATION ADDRESS	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
RECEIVABLE CODE	DESCRIPTION	USER		
26589	MARTINEZ, OSCAR AIMANDO 121656 433 PINE ST 6	1/28/15	75.00	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		15.00-
WA	WRITE OFF-WATER SALE	JESSICAMAR		60.00-
	LOCATION TOTALS -			75.00- *
48465	MASON, ELIZABETH C 49024 406 HARDY AVE	7/22/15	110.30	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		15.84-
WA	WRITE OFF-WATER SALE	JESSICAMAR		51.46-
WM	WRITE OFF-WATER MISC	JESSICAMAR		43.00-
	LOCATION TOTALS -			110.30- *
53389	MATTOCKS, TIFFANY N 101776 504 ENGLEWOOD LN	7/10/15	67.07	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		6.10-
WA	WRITE OFF-WATER SALE	JESSICAMAR		60.97-
	LOCATION TOTALS -			67.07- *
65911	MEDINA-BELTRAN, ITZEL 47532 312 ARMSTRONG AVE	12/21/15	111.62	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		31.31-
WA	WRITE OFF-WATER SALE	JESSICAMAR		80.31-
	LOCATION TOTALS -			111.62- *
14549	MILLAR, SCOTT 48048 316 HOKE ST	12/07/15	91.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		16.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR		75.00-
	LOCATION TOTALS -			91.50- *
11049	MOORE, ALONZA E 31724 979 BLADES RD	9/17/15	97.50	
MC	WRITE OFF-COPIES ETC	JESSICAMAR		.25-
PW	WRITE OFF-PENALTY WA	JESSICAMAR		22.25-
WA	WRITE OFF-WATER SALE	JESSICAMAR		75.00-
	LOCATION TOTALS -			97.50- *
51293	MOORE, VISTOR L 98496 116 SWEET BAY DR	12/21/15	83.90	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		19.90-
WA	WRITE OFF-WATER SALE	JESSICAMAR		64.00-
	LOCATION TOTALS -			83.90- *
31719	NIPPER, HAZEL 8126 745 STATE CAMP RD LH	10/19/15	97.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		22.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR		75.00-
	LOCATION TOTALS -			97.50- *

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME		LOCATION ID/LOCATION ADDRESS	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
RECEIVABLE CODE	DESCRIPTION	USER			
65123	NITKE, BETH A 42572 101 GRAY RD		9/30/15	84.53	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			15.05-
WA	WRITE OFF-WATER SALE	JESSICAMAR			69.48-
	LOCATION TOTALS -				84.53- *
61569	NUSS, LORRAINE 40974 345 CAROLINA PINES BLVD B		9/18/15	72.70	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			6.61-
WA	WRITE OFF-WATER SALE	JESSICAMAR			66.09-
	LOCATION TOTALS -				72.70- *
28755	PIERCE, BARBARA JEAN 50532 4406 RIVERSHORE DR		2/26/15	112.43	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			23.64-
WA	WRITE OFF-WATER SALE	JESSICAMAR			40.00-
WM	WRITE OFF-WATER MISC	JESSICAMAR			28.79-
	LOCATION TOTALS -				112.43- *
64539	POWELL, GOLDIE MINOR 11667B 112 B & R DR		2/11/15	279.91	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			40.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR			239.41-
	LOCATION TOTALS -				279.91- *
54011	RAMIREZ, ISMAEL A 894B 700 BEAR HOLE RD		4/08/15	47.49	
M6	WRITE OFF-METER INST	JESSICAMAR			1.56-
PW	WRITE OFF-PENALTY WA	JESSICAMAR			19.65-
WA	WRITE OFF-WATER SALE	JESSICAMAR			26.28-
	LOCATION TOTALS -				47.49- *
63791	REDMON, KATHRYN A 50370 321 GIBBS RD		1/08/15	61.05	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			10.32-
WA	WRITE OFF-WATER SALE	JESSICAMAR			50.73-
	LOCATION TOTALS -				61.05- *
26167	RICE, MICHAEL P 52870 2105 PERRYTOWN LOOP RD		9/29/15	105.30	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			25.44-
WA	WRITE OFF-WATER SALE	JESSICAMAR			79.86-
	LOCATION TOTALS -				105.30- *
65217	RIVERA, CASSANDRA A 97066 1205 S WEST CRAVEN MIDDLE SCHOOL RD		2/20/15	115.96	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			19.55-
WA	WRITE OFF-WATER SALE	JESSICAMAR			96.41-
	LOCATION TOTALS -				115.96- *

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
63433 RIVERA, VINCENT I 108580 201 BIRCHWOOD LN PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/11/15	74.10	14.62- 59.48- 74.10- *
LOCATION TOTALS -			
1547 ROCHELLE, APRIL D 109322 716 CLERMONT RD 3 PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	1/28/15	53.96	10.55- 43.41- 53.96- *
LOCATION TOTALS -			
48423 RODRIGUEZ, CYNTHIA A 118238 411 SWEET GUM WAY PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/16/15	143.59	45.93- 97.66- 143.59- *
LOCATION TOTALS -			
61065 ROSSI, VALERIE W 1768 5711 N US 17 HWY PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	7/09/15	241.68	44.44- 197.24- 241.68- *
LOCATION TOTALS -			
58775 SALEM, CHRISTOPHER M 115114 3100 OLD CHERRY POINT RD 9 PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/04/15	84.95	7.72- 77.23- 84.95- *
LOCATION TOTALS -			
56785 SAWYER, JEFFREY D 53188 2512 BRICES CREEK RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/21/15	62.20	11.25- 50.95- 62.20- *
LOCATION TOTALS -			
66045 SEDELL, ELIZABETH M 97906 3750 RIVER RD 18 PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	11/17/15	292.60	65.95- 226.65- 292.60- *
LOCATION TOTALS -			
23803 SELLHORN JR, WILLIAM 55568 2000 OLD AIRPORT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	3/25/15	75.00	15.00- 60.00- 75.00- *
LOCATION TOTALS -			
57319 SIPES, JASON M			

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME RECEIVABLE CODE	LOCATION ID/LOCATION ADDRESS DESCRIPTION	USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
57319 SIPES, JASON M	56008 4820 WILCOX RD		1/06/15	144.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			30.39-
WA	WRITE OFF-WATER SALE	JESSICAMAR			114.11-
	LOCATION TOTALS -				144.50- *
32635 SMALLS, CLARENCE	98492 112 SWEET BAY DR		12/21/15	91.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			16.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR			75.00-
	LOCATION TOTALS -				91.50- *
55885 SMITH, VAN D	4980 9400 MAIN ST		2/12/15	70.70	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			10.99-
WA	WRITE OFF-WATER SALE	JESSICAMAR			59.71-
	LOCATION TOTALS -				70.70- *
50799 SOLOMON, SHANETRICE Y	103672 164 MOLLY AVE		4/08/15	84.57	
M6	WRITE OFF-METER INST	JESSICAMAR			50.00-
PW	WRITE OFF-PENALTY WA	JESSICAMAR			7.69-
WA	WRITE OFF-WATER SALE	JESSICAMAR			26.88-
	LOCATION TOTALS -				84.57- *
63475 SOLORZANO, JUAN C	47846 310 SELOVER AVE		5/11/15	242.45	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			42.65-
WA	WRITE OFF-WATER SALE	JESSICAMAR			199.80-
	LOCATION TOTALS -				242.45- *
65013 STEINBURG, TIMOTHY J	122164 512 WILLIAMS ST		2/26/15	169.05	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			27.95-
WA	WRITE OFF-WATER SALE	JESSICAMAR			141.10-
	LOCATION TOTALS -				169.05- *
39807 TAYLOR, ALISHA M	102010 7 VERNON DR		12/02/15	111.31	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			20.14-
WA	WRITE OFF-WATER SALE	JESSICAMAR			91.17-
	LOCATION TOTALS -				111.31- *
62407 TAYLOR, JESSICA M	115580 598 WILLIS NECK RD		10/19/15	90.23	
PW	WRITE OFF-PENALTY WA	JESSICAMAR			23.17-
WA	WRITE OFF-WATER SALE	JESSICAMAR			67.06-
	LOCATION TOTALS -				90.23- *
64395 TAYLOR, TEVIN					

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 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME LOCATION ID/LOCATION ADDRESS RECEIVABLE CODE DESCRIPTION USER	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
64395 TAYLOR, TEVIN 101782 603 FERNWOOD LN PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/11/15	221.51	53.30- 168.21- 221.51- *
LOCATION TOTALS -			
33297 TEMPLE, DAPHNE 30874 2455 TEMPLES POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	4/16/15	277.04	48.68- 228.36- 277.04- *
LOCATION TOTALS -			
33255 TEMPLE, WILLIAM D 30962 2195 TEMPLES POINT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	12/15/15	391.27	64.54- 326.73- 391.27- *
LOCATION TOTALS -			
843 THOMPSON, MABLE 55836 111 ALLANTE DR PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	5/21/15	84.50	14.50- 70.00- 84.50- *
LOCATION TOTALS -			
65149 TILLMAN, LANDRA L 54584 717 CLERMONT RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	3/25/15	60.39	12.17- 48.22- 60.39- *
LOCATION TOTALS -			
33703 TRIPP, JOSHUA D 97176 102 TOBACCO RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	7/09/15	92.25	20.75- 71.50- 92.25- *
LOCATION TOTALS -			
29299 WARD, CORINA B 5888 913 STATE CAMP RD WA WRITE OFF-WATER SALE JESSICAMAR	6/10/15	9.06	9.06- 9.06- *
LOCATION TOTALS -			
60967 WATSON, CHERYL R 53082 2127 PERRYTOWN LOOP RD PW WRITE OFF-PENALTY WA JESSICAMAR WA WRITE OFF-WATER SALE JESSICAMAR	8/04/15	72.23	6.57- 65.66- 72.23- *
LOCATION TOTALS -			
65049 WESTOVER, TONI L 117872 125 RAINBOW LAKE RD	6/01/15	84.55	

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME	LOCATION ID/LOCATION ADDRESS	TERMINATION DATE	CURRENT BALANCE	WRITE OFF AMOUNT
RECEIVABLE CODE	DESCRIPTION	USER		
65049	WESTOVER, TONI L 117872 125 RAINBOW LAKE RD	6/01/15	84.55	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		7.69-
WA	WRITE OFF-WATER SALE	JESSICAMAR		76.86-
	LOCATION TOTALS -			84.55- *
49339	WHITEHEAD, SHAVANNA L 101482 111 OAKLEY DR	9/30/15	42.88	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		7.68-
WA	WRITE OFF-WATER SALE	JESSICAMAR		25.57-
WM	WRITE OFF-WATER MISC	JESSICAMAR		9.63-
	LOCATION TOTALS -			42.88- *
59689	WILLIAMS, NELSON E 28734 119 FERRY RD	12/01/15	62.51	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		8.26-
WA	WRITE OFF-WATER SALE	JESSICAMAR		54.25-
	LOCATION TOTALS -			62.51- *
46853	WILSON, ANGELA DURKIN 100530 109 RED BERRY DR	3/04/15	90.96	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		8.27-
WA	WRITE OFF-WATER SALE	JESSICAMAR		82.69-
	LOCATION TOTALS -			90.96- *
31043	WILSON, EARL W 96370 1155 SPRING GARDEN RD	5/06/15	70.50	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		10.50-
WA	WRITE OFF-WATER SALE	JESSICAMAR		60.00-
	LOCATION TOTALS -			70.50- *
2537	WOODARD, JOHN R 49548 409 AUDREY LN	2/13/15	73.10	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		6.65-
WA	WRITE OFF-WATER SALE	JESSICAMAR		66.45-
	LOCATION TOTALS -			73.10- *
64005	WORK, JOSEPH G 34406 104 AMBER DR	7/14/15	50.27	
PW	WRITE OFF-PENALTY WA	JESSICAMAR		5.27-
WA	WRITE OFF-WATER SALE	JESSICAMAR		45.00-
	LOCATION TOTALS -			50.27- *
	FINAL TOTALS -			23,770.25- ***

TOTALS BY RECEIVABLE CODE - AMOUNT

PROGRAM UT213U
 CRAVEN COUNTY WATER AND SEWER

CUSTOMER ID/NAME

LOCATION ID/LOCATION ADDRESS
 RECEIVABLE
 CODE DESCRIPTION USER

TERMINATION
 DATE

CURRENT
 BALANCE

WRITE OFF
 AMOUNT

MC	COPIES ETC				25-
M6	METER INSTALLATION				201.56-
PW	PENALTY WATER - ALL				4,198.00-
WA	WATER SALES - ALL				19,149.08-
WM	WATER MISCELL - ALL				221.36-
FINAL TOTALS					23,770.25-

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 1-046-059 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3095, Page 864 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County has received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County's interest in real property pursuant to North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY THAT:

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

THOMAS MARK, Chairman, Craven County
Board of Commissioners

(County Seal)

NAN HOLTON, Clerk to the Craven County
Board of Commissioners

OFFER TO PURCHASE AND CONTRACT

JESSE L. MARS, JR. (herein "Buyer") hereby offers to purchase and **CRAVEN COUNTY**, (herein "Seller"), upon acceptance of said offer, agrees to sell and that parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property which is the subject of this contract is described as follows:
Street Address: 257 Streets Ferry Rd.
Tax Parcel ID Number: 1-046-059
Deed Book 3095, Page 864
2. **PURCHASE PRICE:** The purchase price is \$1,500.00 and shall be paid as follows:
(a) \$500.00 EARNEST MONEY DEPOSIT by certified bank check money order (payable to: Craven County) with this offer to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
(b) \$1,000.00 BALANCE of the purchase price in cash or readily available funds at Closing.
3. **CONDITIONS:** The Property is being sold subject to all liens and encumbrances of record, if any; the Property is being conveyed "as is"; this contract is subject to the provisions of G.S. §160A-269; Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith; Seller makes no warranty or representation as to any characteristic of the Property or its suitability for any particular use; Buyer shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller.
4. **SPECIAL ASSESSMENTS:** Buyer shall take title subject to all pending assessments, if any.
5. **PAYMENT OF TAXES:** Any Ad valorem taxes assessed against the Property shall be paid in their entirety by Buyer, without proration.
6. **EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary

Seller Initials: _____

Buyer Initials: JLM

to perform Seller's obligations under this agreement and for any excise tax (revenue stamps) required by law. Buyer shall be responsible for all other expenses incurred hereunder.

7. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and take such action necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval is given by the Craven County Board of Commissioners pursuant to G.S. §160A-269. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
8. **Title:** The deed is to be made to Seller. Title shall be delivered at Closing by **QUITCLAIM DEED.**
9. **POSSESSION:** Possession shall be delivered at Closing
10. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of Buyer and Seller, and their respective heirs, successors and assigns.
12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
14. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller. This contract is executed by each party in such form as to be binding.

Seller Initials: _____
Buyer Initials: JLM

BUYER:

Jesse L. Mars Jr. (SEAL)
_____ (SEAL)

SELLER:

CRAVEN COUNTY

By: _____ (SEAL)
Chairman,
Craven County Board of Commissioners

Date signed: 8/21/20

Date signed: _____

Address of Buyer:

Jesse L. Mars, Jr.

2617 Elizabeth Ave.

New Bern, NC 28560

Telephone number of Buyer:

252-259-1687

Email of Buyer:

jmars88@yahoo.com

Seller Initials: _____
Buyer Initials: JLM

RECEIPT Date 8-24-2020

No. 01

Received From Jesse Mars, Jr. \$ 500.00

Five Hundred & 00/100 DOLLARS

FOR Craven Co Surplus RE - Parcel No. 1-046-059
251 S. Hwy Rd

Cash Earned money deposit

Certified Bank Check

From: Jesse Mars, Jr.

Money Order

To: Craven Co.

Received By: Henry Buzyle

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 8/19/2020 10:14:33 AM

Parcel ID : 1-046 -059
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 257 STREETS FERRY RD
Description : BROWNSVILLE LT 4
Lot Description :



Subdivision :

Assessed Acreage : 0.520 **Calculated Acreage :** 0.520
Deed Reference : 3095-0864 **Recorded Date :** 6 1 2012
Recorded Survey :
Estate Number :

Land Value : \$12,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$12,000

City Name : **Fire tax District :** TOWNSHIP 1
Drainage District : **Special District :**

Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/1/2012	RIVERWIND OF CRAVEN COUNTY LLC	CRAVEN COUNTY	STRAIGHT TRANSFER	\$0
3/24/2005	CRAVEN COUNTY	RIVERWIND OF CRAVEN COUNTY LLC	STRAIGHT TRANSFER	\$0
1/24/2005	RIVERWIND OF CRAVEN COUNTY LLC	CRAVEN COUNTY	STRAIGHT TRANSFER	\$0
10/23/1996	WILBOURN, CHRISTY DAWN	RIVERWIND OF CRAVEN COUNTY LLC	STRAIGHT TRANSFER	\$0
10/17/1991	REASON, CATHY COTHRAN	WILBOURN, CHRISTY DAWN	MULTI-PARCEL-SALE*	\$0

List of Improvements to Site

No improvements listed for this parcel

Image ID: 00002114949 Type: CRP
Recorded: 06/01/2012 at 12:04:25 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Workflow# 0000070979-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 3095 pg 864

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$0.00

Parcel # 1-046-059

THIS COMMISSIONER'S DEED, made and executed this 1st day of June, 2012, by and between **DAVID B. BAXTER, JR., Commissioner**, pursuant to a judgment of the District Court of the General Court of Justice of Craven County in an action entitled "Craven County, Plaintiff v. Riverwind of Craven County, LLC, Defendant.", Grantor, to **CRAVEN COUNTY**, whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said DAVID B. BAXTER, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 11th day of May, 2012, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when said CRAVEN COUNTY became the last and highest bidder for said land at the public sale in the sum of \$1,530.53;

WHEREAS, on the 14th day of May, 2012, DAVID B. BAXTER, JR., Commissioner, reported to the Court that CRAVEN COUNTY was the last and highest bidder for said property in the amount of \$1,530.53;

WHEREAS, more that 10 days passed after entry of said bid and the report thereof to the Court without any additional advance or upset bid being offered; and

WHEREAS, on the 25th day of May, 2012, DAVID B. BAXTER, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to CRAVEN COUNTY; and

Prepared By:

Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

WST



WHEREAS, no actual transfer of funds between Grantee and Grantor occurred as Grantee is also the taxing unit having instituted the foreclosure action to satisfy its ad valorem tax lien(s).

NOW THEREFORE, in consideration of the premises, the said DAVID B. BAXTER, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to CRAVEN COUNTY, all of those certain tracts or parcels of land lying and being situated in Number One (1) Township, Craven County, North Carolina, and being more particularly described as follows:

Being all of Lot 4 of the J.M. Arnold farm as recorded in Map Book 1, Page 37, Craven County Registry. Lot 4 referenced above is that Lot 4 that lies on the south side of SR 1440 as shown on the above referenced plat, Parcel Number 1-046-059

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances, to CRAVEN COUNTY, the said Grantee, in fee simple forever, in as full and ample manner as said DAVID B. BAXTER, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

IN WITNESS WHEREOF, the said DAVID B. BAXTER, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



DAVID B. BAXTER, JR., COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Ernestine Land, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **DAVID B. BAXTER, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 1st day of June, 2012.

My Commission Expires:
April 13, 2013

Ernestine Land
NOTARY PUBLIC



CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 6-054-029 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3225, Page 602 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County has received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County's interest in real property pursuant to North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY THAT:

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

THOMAS MARK, Chairman, Craven County
Board of Commissioners

(County Seal)

NAN HOLTON, Clerk to the Craven County
Board of Commissioners

RECEIVED AUG 19 2020

OFFER TO PURCHASE AND CONTRACT

Bogan Properties LLC (herein "Buyer") hereby offers to purchase and **CRAVEN COUNTY**, (herein "Seller"), upon acceptance of said offer, agrees to sell and that parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property which is the subject of this contract is described as follows:
Street Address: Church Rd.
Tax Parcel ID Number: 6-054-029
Deed Book 3225, Page 602
2. **PURCHASE PRICE:** The purchase price is \$1,000.00 and shall be paid as follows:
(a) \$500.00 EARNEST MONEY DEPOSIT by **certified bank check** **money order** (**payable to: Craven County**) with this offer to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
(b) \$500.00 BALANCE of the purchase price in cash or readily available funds at Closing.
3. **CONDITIONS:** The Property is being sold subject to all liens and encumbrances of record, if any; the Property is being conveyed "as is"; this contract is subject to the provisions of G.S. §160A-269; Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith; Seller makes no warranty or representation as to any characteristic of the Property or its suitability for any particular use; Buyer shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller.
4. **SPECIAL ASSESSMENTS:** Buyer shall take title subject to all pending assessments, if any.
5. **PAYMENT OF TAXES:** Any Ad valorem taxes assessed against the Property shall be paid in their entirety by Buyer, without proration.

Seller Initials: _____

6. **EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for any excise tax (revenue stamps) required by law. Buyer shall be responsible for all other expenses incurred hereunder.
7. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and take such action necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval is given by the Craven County Board of Commissioners pursuant to G.S. §160A-269. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
8. **Title:** The deed is to be made to Seller. Title shall be delivered at Closing by **QUITCLAIM DEED.**
9. **POSSESSION:** Possession shall be delivered at Closing
10. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of Buyer and Seller, and their respective heirs, successors and assigns.
12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
14. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract

Seller Initials: _____

(the "Effective Date") when signed by both Buyer and Seller. This contract is executed by each party in such form as to be binding.

BUYER:

LaToya Bogan, Manager (SEAL)

_____ (SEAL)

SELLER:

CRAVEN COUNTY

By: _____ (SEAL)

Chairman,
Craven County Board of Commissioners

Date signed: 8/12/2020

Date signed: _____

Address of Buyer:

Bogan Properties LLC

LaToya Bogan, Manager

8105 Fayetteville Rd #121-116

Raleigh, NC 27603

Telephone number of Buyer:

984-444-8094

Email of Buyer:

boganproperties@gmail.com

Seller Initials: _____



PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2590

Cashier's Check

Serial No.	Account No.	Date	Amount
0449775052	7095619800	08/17/20	\$*****500.00

Pay to the Order of CRAVEN COUNTY

REMITTER: BOGAN PROPERTIES LLC

Ashley G. [Signature]
Signature

⑆ 256074974⑆

280912

⑈002

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 8/11/2020 9:56:30 AM



Parcel ID : 6-054 -029
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : CHURCH RD
Description : MILLER BLVD

Lot Description : **Subdivision :**

Assessed Acreage : 0.375 **Calculated Acreage :** 0.370
Deed Reference : 3225-0602 **Recorded Date :** 8 28 2013

Recorded Survey :

Estate Number :

Land Value : \$31,240 **Tax Exempt :** Yes

Improvement Value : \$0 **# of Improvements :** 0

Total Value : \$31,240

City Name : HAVELOCK **Fire tax District :**

Drainage District : **Special District :**

Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/28/2013	CAGLEY, JOSEPH F HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$2,500
7/3/2007	CAGLEY, JOSEPH F	CAGLEY, JOSEPH F HRS	STRAIGHT TRANSFER	\$0
7/3/2007	HARRINGTON, VANCE S	CAGLEY, JOSEPH F	STRAIGHT TRANSFER	\$8,000

List of Improvements to Site

No improvements listed for this parcel

Image ID: 00002267381 Type: CAP
Recorded: 08/28/2013 at 01:17:54 PM
Fee Amt: \$31.00 Page 1 of 3
Revenue Tax: \$5.00
Workflow# 000099968-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK3225 PG602

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$5.00
Parcel# 6-054-029

THIS COMMISSIONER'S DEED, made and executed this 28th day of August, 2013, by and between **JIMMIE B. HICKS, JR., Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Judy Ann Cagley, et al.. Defendants.", Grantor, to **CRAVEN COUNTY** whose mailing address is: 406 Craven St., New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said **JIMMIE B. HICKS, JR.**, Commissioner, being empowered and directed by a judgment in the said action, did, on the 16th day of July, 2013, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Grantee became the highest bidder for said land at the public sale in the sum of \$2,420.30;

WHEREAS, on the 16th day of July, 2013, **JIMMIE B. HICKS, JR.**, Commissioner, reported to the Court that Grantee was the highest bidder for said property in the amount of \$2,420.30;

WHEREAS, more than 10 days passed after the entry of said bid without any advance or upset bid being offered and the report thereof was timely filed with the Court; and

Prepared By
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

BJOH
① 3



WHEREAS, on the 7th day of August, 2013, JIMMIE B. HICKS, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee:

NOW THEREFORE, in consideration of the premises, the said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tract or parcel of land lying and being situated in Number Six (6) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more particularly described in Deed Book 2620, at Page 917, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 6-054-029.

This property is not the Grantor's primary residence.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said Grantor, in fee simple forever, in as full and ample manner as said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

IN WITNESS WHEREOF, the said JIMMIE B. HICKS, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.

(SEAL)

JIMMIE B. HICKS, JR., COMMISSIONER



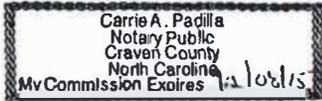
Image ID: 00002267383 Type: CAP
Page 3 of 3

BK 3225 PG 604

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Carrie A. Padilla, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **JIMMIE B. HICKS, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 28th day of August, 2013.



My Commission Expires:

12/08/15

ST-RVFR04 Issues 08/09/09 0034115 000.DOC

Carrie A. Padilla
NOTARY PUBLIC

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 1-044-303 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 2349, Page 467 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County has received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County's interest in real property pursuant to North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY THAT:

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

THOMAS MARK, Chairman, Craven County
Board of Commissioners

(County Seal)

NAN HOLTON, Clerk to the Craven County
Board of Commissioners

OFFER TO PURCHASE AND CONTRACT

JESSE L. MARS, JR. (herein "Buyer") hereby offers to purchase and CRAVEN COUNTY, (herein "Seller"), upon acceptance of said offer, agrees to sell and that parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property which is the subject of this contract is described as follows:
Street Address: Muddy Lane
Tax Parcel ID Number: 1-044-303
Deed Book 2349, Page 467
2. **PURCHASE PRICE:** The purchase price is \$1,000.00 and shall be paid as follows:
(a) \$500.00 EARNEST MONEY DEPOSIT by certified bank check money order (payable to: Craven County) with this offer to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
(b) \$500.00 BALANCE of the purchase price in cash or readily available funds at Closing.
3. **CONDITIONS:** The Property is being sold subject to all liens and encumbrances of record, if any; the Property is being conveyed "as is"; this contract is subject to the provisions of G.S. §160A-269; Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith; Seller makes no warranty or representation as to any characteristic of the Property or its suitability for any particular use; Buyer shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller.
4. **SPECIAL ASSESSMENTS:** Buyer shall take title subject to all pending assessments, if any.
5. **PAYMENT OF TAXES:** Any Ad valorem taxes assessed against the Property shall be paid in their entirety by Buyer, without proration.
6. **EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary

Buyer Initials: JLM

to perform Seller's obligations under this agreement and for any excise tax (revenue stamps) required by law. Buyer shall be responsible for all other expenses incurred hereunder.

7. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and take such action necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval is given by the Craven County Board of Commissioners pursuant to G.S. §160A-269. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
8. **Title:** The deed is to be made to Seller. Title shall be delivered at Closing by **QUITCLAIM DEED.**
9. **POSSESSION:** Possession shall be delivered at Closing
10. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of Buyer and Seller, and their respective heirs, successors and assigns.
12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
14. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller. This contract is executed by each party in such form as to be binding.

Seller Initials: _____
Buyer Initials: JLM

BUYER:

Jesse L. Mars Jr. (SEAL)

(SEAL)

Date signed: 8/24/2020

Address of Buyer:

Jesse L. Mars, Jr.

2617 Elizabeth Ave.

New Bern, NC 28560

Telephone number of Buyer:

252-259-1687

Email of Buyer:

imars88@yahoo.com

SELLER:

CRAVEN COUNTY

By: _____ (SEAL)
Chairman,
Craven County Board of Commissioners

Date signed: _____

Buyer Initials: _____

RECEIPT Date 8-24-2020

No. 02

Received From Jesse Mars, Jr. \$ 500.00

Five Hundred & ⁰⁰/₁₀₀ DOLLARS

FOR Craven Co Surplus RE Parcel No. 1-441-303

Cash Earnest money Deposit muddytan.

Certified Bank Check From: Jesse Mars, Jr.

Money Order To: Craven Co

Received By: Kim Bayle

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 8/21/2020 8:20:06 AM

Parcel ID : 1-044 -303
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : MUDDY LN
Description : NOAH JACKSON LAND
Lot Description : 244.64 X 178.06 **Subdivision :**



Assessed Acreage : 1.000 **Calculated Acreage :** 1.000
Deed Reference : 2349-0467 **Recorded Date :** 8 29 2005
Recorded Survey :
Estate Number :
Land Value : \$4,050 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,050
City Name : **Fire tax District :** TOWNSHIP 1
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/29/2005	HEGGIE, TORRANCE D & SHAWNICKA D	CRAVEN COUNTY	STRAIGHT TRANSFER	\$1,500
6/27/1994	BRYANT, TRAMELLIA	HEGGIE, TORRANCE D & SHAWNICKA D	PROPERTY SPLIT	\$0

List of Improvements to Site

No improvements listed for this parcel

Work Flow No: 9999-00264087

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 08/29/2005 Time 10:31:10 1 of 2 Pgs
No: 2005-00134312
Book **2349** Page **467**
Fee Amt : 17.00
Excise Tax: 3.00

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$3.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

This deed, made this 23 day of August, 2005, by MARK D. BARDILL, Commissioner, to County of Craven, North Carolina.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Torrance D. Heggie, et al, File No. 04-CVD-1569; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 22nd day of July, 2005, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven became the last and highest bidder for said land for the sum of \$1,135.58; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$1,135.58, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number One Township, Craven County, North Carolina, and described as follows:

BEGINNING at an iron pipe in the Northern line of Muddy Lane, said BEGINNING being located the following two courses and distances from the N.C. Grid monument, Joe, (South 12 degrees 44 minutes 00 seconds, West 277.63 feet to the centerline intersection of the Norfolk Southern Railroad and the Northern line of Muddy Lane, North 78 degrees 19 minutes, 15 seconds West 982.63 feet along the Northern line of Muddy Lane), THENCE continuing with the Northern line of Muddy Lane, North 78 degrees 19 minutes 15 seconds West for a distance of 244.64 feet to an iron pipe, THENCE North 11 degrees 40 minutes 45 seconds East for a distance of 178.06 feet to an iron pipe, THENCE South 78 degrees 19 minutes 15 seconds East for a distance of 244.64 feet to an existing flat iron in the Roger and

Rosa Blount line, THENCE, with said line, South 11 degrees 40 minutes 45 seconds West for a distance of 178.06 feet to said BEGINNING, containing One acres as surveyed by Kirby R. Braxton, R.L.S. on May 25, 1994.

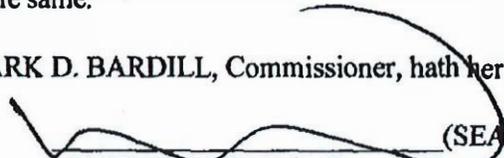
Date 08/27/2005 Time 10:31:10 2 of 2 Pgs
Not 2005-00134312

Subject to restrictive covenants and easements of record.
Parcel Number: 1 044 303

Book 2349 Page 468

To have and to hold the aforesaid tract of land, to the said County of Craven, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

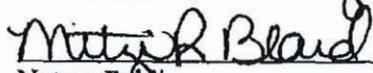
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.


(SEAL)
MARK D. BARDILL, Commissioner

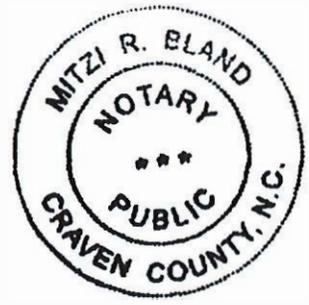
NORTH CAROLINA
CRAVEN COUNTY

I, MITZI R BLAND of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 23 day of August, 2005.


Notary Public

My commission expires: 02/12/2007



State of North Carolina, Craven County
The foregoing certificate(s) of Mitzi R Bland
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 2349 Page 467
This 23 day of Aug A.D., 20 05 at 10:31 o'clock AM
Becky Thompson by Dana Strawn
Register of Deeds Deputy Register of Deeds



Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on August 21, 2020 at 8:21:35 AM



1 inch = 122 feet



NORTH CAROLINA
CRAVEN COUNTY

MUTUAL AID AGREEMENT FOR
911 COMMUNICATIONS AND
DISPATCH BACKUP PSAPs

This Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs (“Agreement”) is made and entered into this _____ day of August, 2020, by and between CITY OF NEW BERN, a North Carolina municipal corporation (“City”), and the COUNTY OF CRAVEN, a body politic of the State of North Carolina (“County”), collectively referred to as the “Parties.”

BACKGROUND STATEMENT; PURPOSE

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plans. The Parties hereto wish to enter into this Agreement, consistent with the provisions of the State emergency management program and plan to provide mutual aid during times of disaster to ensure that all available resources are potentially available in the event that either Party’s 911 Communication Center Administrator requires the aid of the other.

AGREEMENT

The Parties agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

A. When temporary assistance is needed pursuant to this Agreement, the Administrator or either Party’s 911 Communication Center shall notify the Administrator of the other Party’s 911 Communication Center of the need for such assistance, and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible.

B. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. GRANT OF AUTHORITY

A. Each Party hereby authorizes and grants to its respective 911 Communications Center Administrator the authority to give, use and expend for the benefit of the other Party all available resources needed to assist the requesting party in providing reasonable and adequate 911 communication services for the residents of the requesting party.

B. The Party who is requested to extend aid may withhold resources from the requesting Party in its sole discretion.

3. DUTIES OF PARTY REQUESTING AID

A. The Party requesting aid will advise and assign the 911 Communication resources that shall be used by the responding Party to include additional personnel and portable equipment necessary.

B. The Party requesting aid will provide for the physical needs of those employees and personnel of the Party rendering aid to include food and any temporary shelter needs unless otherwise agreed by the Party rendering aid.

C. The Party requesting aid will reimburse and make whole the Party rendering aid for any and all damage to equipment, or loss of use of materials incurred by reason of extending aid.

D. The Party requesting aid will indemnify, save, defend and hold harmless the Party rendering aid from any action or suit arising out of extending such aid, except for the negligence of the Party rendering aid.

4. DUTIES OF PARTY RENDERING AID

A. The personnel of the Party rendering aid to the other Party shall, at all times, act in accordance with their respective certifications, and in accordance with their respective policies and procedures; and shall remain under the direct control, supervision and direction of their respective agency.

B. The Party rendering aid will be responsible for the services rendered by its personnel.

C. Unless otherwise specified, the personnel of the Party extending aid will continue to operate under the command and control of their own supervisors.

5. EQUIPMENT AND INSURANCE

A. Each Party to this agreement shall be responsible for its own equipment and insurance, including workers compensation, at any time while assisting the other Party.

6. TERM AND WITHDRAWAL

A. The term of this Agreement shall be for a period of five (5) years from the date first above written and shall terminate automatically at the expiration of that term.

B. Either Party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party.

7. OTHER MUTUAL AID AGREEMENTS

A. This Agreement does not affect any other service or mutual aid agreement previously entered into by or between the Parties, nor does it prevent either Party from entering into other such agreements.

8. PROCEDURES

A. Each Party to this Agreement shall create a document to detail the procedures for implementing a transfer of 911 Communications to the other Party.

B. The Parties shall conduct regular, joint training sessions with their respective employees regarding their duties and obligations under this Agreement.

9. MISCELLANEOUS.

A. This Agreement sets forth the full understanding of the Parties, and all prior negotiations and understandings with regard to the same are merged herein.

B. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.

C. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

D. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be the Superior Courts of Craven County, North Carolina.

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of August 2020, before me personally appeared Dana E. Outlaw, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that Brenda E. Blanco is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this ____ day of August, 2020.

NOTARY PUBLIC

My commission expires:

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of August, 2020, before me personally appeared Thomas F. Mark, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners of CRAVEN COUNTY, NORTH CAROLINA, a body politic, and that Nan Holton is the Clerk to the Board of Commissioners of CRAVEN COUNTY, NORTH CAROLINA, the body politic described in and which executed the foregoing instrument; that he knows its common seal; that the seal affixed to the foregoing instrument is said common seal; that the name of said body politic was subscribed thereto by the said Chairman of the Board of Commissioners; that the said common seal was affixed, all by order of its Board of Commissioners; and that the said instrument is its act and deed.

WITNESS my hand and notarial seal, this ____ day of August, 2020.

NOTARY PUBLIC

My commission expires:
